



# City of Covina/ Covina Redevelopment Agency

Mayor Peggy Delach – Mayor Pro Tem John King  
Council Members Walt Allen, III – Bob Low – Kevin Stapleton

## REGULAR MEETING AGENDA

125 E College Street, Covina, CA

Council Chambers of City Hall

**Tuesday, July 20, 2010**

**6:30 p.m.**

- **The City Council/Redevelopment Agency will meet in closed session from 6:30 p.m.-7:30 p.m.**
- As a courtesy to Council/Agency Members, staff and attendees, everyone is asked to silence all pagers, cellular telephones and any other communication devices.
- Any member of the public may address the City Council, and Redevelopment Agency during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Agency Chair amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.
- Please provide 10 copies of any information intended for use at the City Council/Covina Redevelopment Agency meeting to the City Clerk prior to the meeting.
- **MEETING ASSISTANCE INFORMATION:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk Department at (626) 384-5430. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are now available. Please see the City Clerk before the meeting or during a break for more information.
- **DOCUMENT AVAILABILITY:** Any writings or documents provided to a majority of the City Council/Redevelopment Agency regarding any item on this agenda will be made available for public inspection at the City Clerk counter at City Hall located at 125 E. College Street and the Reference Desk at the Covina Library located at 234 N. Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's office and may be posted on the City's website at <http://www.covinaca.gov/clerk/agendas.htm>.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Redevelopment Agency unless listed on agenda, which has been posted not less than 72 hours prior to meeting.
- The Deputy City Clerk of the Covina City Council hereby declares that the agenda for the **July 20, 2010**, Regular City Council meeting was posted on July 15, 2010 near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2 (a) of the Government Code.

## **CITY COUNCIL/REDEVELOPMENT AGENCY**

### **JOINT MEETING—CLOSED SESSION**

**6:30 p.m.**

#### **CALL TO ORDER**

#### **ROLL CALL**

Council/Agency Members Allen, Low, Stapleton, Mayor Pro Tem/Vice Chairperson King, Mayor/Chairperson Delach.

#### **PUBLIC COMMENTS**

*The Public is invited to make comment on Closed Session items only at this time. To address the Council/Agency, please complete a yellow Speaker Request card located at the entrance and give it to the City Clerk. Your name will be called when it is your turn to speak. Individual speakers are limited to five minutes each.*

**The City Council and Redevelopment Agency will adjourn to Closed Session for the following:**

#### **CLOSED SESSION**

- A. G.C. 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR – NEGOTIATIONS TO INCLUDE BOTH PRICE AND TERMS:
- Covina Valley Unified School District – 120 East School Street (APN: 8430-027-900)
  - Covina Valley Unified School District – Vacant Land South Side Puente Street at Third Avenue (APN: 8444-021-904)
  - Mercy Moreno – 147-151 East College Street (APN: 8445-001-918)
- B. G.C. 54956.9(b) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: ONE (1)

#### **RECESS**

## **CITY COUNCIL/REDEVELOPMENT AGENCY**

### **JOINT MEETING—OPEN SESSION**

**7:30 p.m.**

#### **CALL TO ORDER**

#### **ROLL CALL**

Council/Agency Members Allen, Low, Stapleton, Mayor Pro Tem/Vice Chairperson King, Mayor/Chairperson Delach

## **PLEDGE OF ALLEGIANCE**

Led by Council Member Stapleton.

## **INVOCATION**

Led by the Covina Police Chaplain David Truax.

## **PRESENTATIONS**

Proclamation proclaiming September 10, 2010 as Pat Allen Day.

Proclamation proclaiming August 3, 2010 as National Night Out.

Recognition of Covina Woman's Club Award for Domestic Violence Action Coalition.

Presentation by David Turch, City of Covina's Federal Advocate.

Presentation by City Attorney Edward W. Lee on the Charter City process.

## **PUBLIC COMMENTS**

*To address the City Council/Redevelopment Agency, please complete a yellow Speaker Request card located at the entrance and give it to the City Clerk/Agency Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.*

## **COUNCIL/AGENCY COMMENTS**

*Council/Agency Members wishing to make any announcements of public interest or to request that specific items be added to future City Council/Redevelopment Agency Agendas may do so at this time.*

## **CITY MANAGER COMMENTS**

## **CONSENT CALENDAR**

*All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Redevelopment Agency votes on them, unless a member of the Council/Agency requests a specific item be removed from the consent calendar for discussion.*

- CC 1. City Council to approve the Minutes of the Tuesday, July 6, 2010 Regular City Council/Redevelopment Agency Meeting.
- CC 2. City Council to approve Payment of Demands in the amount of \$2,765,615.39.
- CC 3. City Council to approve the Memorandum of Understanding with Charter Oak Unified School District for a School Resource Officer for the 2010 – 2011 school year and authorize the City Manager and Chief of Police to execute.
- CC 4. City Council to approve the Memorandum of Understanding with Covina-Valley Unified School District for a School Resource Officer for the 2010 – 2011 school year and authorize the City Manager and Chief of Police to execute.

## CONSENT CALENDAR CONT.

- CC 5. City Council to approve the Memorandum of Understanding with Azusa Unified School District for a School Resource Officer for the 2010 – 2011 school year and authorize the City Manager and Chief of Police to execute.
- CC 6. City Council to approve agreement between Inmate Phone Services and the City for jail inmate telephone services and authorize the City Manager to execute.
- CC 7. City Council to adopt **Resolution No. 10-6860**, opposing the passage of Proposition 19, the Marijuana Legalization Initiative that will be on the November 2010 statewide ballot.
- CC 8. City Council to renew a Beautification Program with LA Works in the amount of \$57,087 and authorize the City Manager to execute the necessary agreement.
- CC 9. City Council to receive and file the Public Works Department Monthly Activity Report.
- CC 10. City Council to adopt **Resolution No. 10-6863**, acknowledging Used Oil Block Grant (UOBG) change to Oil Payment Program (OPP), now administered by CalRecycle, and authorize signature authority the right to execute all new documents under the OPP to secure payment to support the Used Oil Collection Program.
- CC 11. City Council to:
- a.) Adopt **Ordinance No. 10-1984**, amending Sections 7.04.010 and 7.12.100 of the Covina Municipal Code to update the City's Animal Control Ordinance; and
  - b.) Adopt **Resolution No. 10-6850**, providing for the adoption of an Animal Control Fee Schedule; and
  - c.) Authorize the City Manager to execute the agreement with the County of Los Angeles Department of Animal Care and Control for animal control services.
- CC 12. Redevelopment Agency to receive and file request by Covina Center for the Performing Arts (CCPA) for Agency assistance with royalties, fees, and production expenses.
- CC 13. Redevelopment Agency to approve Payment of Demands in the amount of \$2,888,254.84.
- CC 14. Redevelopment Agency to adopt **Agency Resolution No. 10-634**, approving an Exclusive Right to Negotiate Agreement ("ERN") between the Covina Redevelopment Agency ("Agency") and Jules Boand and Alex Alvarez ("Developer").
- CC 15. City Council and Redevelopment Agency to adopt **Resolution No. 10-6861** and **Agency Resolution No. 10-631**, approving the destruction of obsolete records for fiscal year ended 6/30/2010.

## **PUBLIC HEARING**

- PH 1. Approve closing of Community Development Block Grant (CDBG) Free Swim Program 601326-10 in Fiscal Year 2010 – 2011; placing funds in un-allocated funds; re-allocate the funds to a new CDBG Parks and Recreation Program, Recreational Activities Assistance Program for Fiscal Year 2010 – 2011.

### **Staff Recommendation:**

- a.) Conduct the public hearing; and
  - b.) Adopt **Resolution No. 10-6862**, approving cancellation of CDBG Free Swim Program 601326-10; appropriation of CDBG revenue and expenditures for new CDBG Recreational Activities Assistance Program and authorize City Manager or his designee to enter agreement with Los Angeles County Community Development Commission.
- PH 2. Proposed program for expenditure of 2010 Edward Byrne Memorial Justice Assistance Grant (JAG)

### **Staff Recommendation:**

- a.) Conduct the public hearing; and
- b.) Receive and file proposed program for expenditure of 2010 Edward Byrne Memorial Justice Assistance Grant (JAG).

## **JOINT PUBLIC HEARING**

- JPH 1. Approve a Disposition and Development Agreement by and between the Covina Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc.

### **Staff and Agency Recommendation:**

- a.) Conduct the public hearing; and
- b.) Adopt a Categorical Exemption from the California Quality Act pursuant to Section 15332 of the California Code of Regulations; and
- c.) Adopt **Resolution No. 10-6864**, approving and authorizing the use of a procedure set forth in California Health and Safety Code Section 34433(c) with respect to small housing projects; and
- d.) Adopt **Agency Resolution No. 10-632**, approving an affordable housing agreement between the Covina Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc.; and
- e.) Adopt **Agency Resolution No. 10-633**, amending the fiscal year 2010 – 2011 Redevelopment Budget to reflect an appropriation of \$50,000 to pay for entitlement costs and start-up costs for the building of the residence at 436 E. Cypress Street, Covina.

### **NEW BUSINESS**

NB 1. Presentation of Redesigned City of Covina website.

**Staff Recommendation:**

Receive and file presentation of redesigned City of Covina website.

### **CONTINUED BUSINESS**

CB 1. Update of the City of Covina Strategic Plan.

**Staff Recommendation:**

Receive and file the updated City of Covina Strategic Plan.

### **ADJOURNMENT**

The Covina City Council/Redevelopment Agency will adjourn the next Regular Meeting to be held on **Tuesday, August 17, 2010 at 6:30 p.m.** in the Council Chambers of City Hall, 125 E College Street, Covina, CA 91723.



**MINUTES OF THE JULY 6, 2010 REGULAR MEETING OF  
THE COVINA CITY COUNCIL/REDEVELOPMENT AGENCY  
HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 125  
EAST COLLEGE STREET**

**CALL TO ORDER**

Mayor Delach called the City Council meeting to order at 7:34 p.m.

**ROLL CALL**

Council Members Present: Allen, Delach, King, Low, Stapleton

Council Members Absent: None

Other Elected Officials Present: City Clerk, City Treasurer

Staff Members Present: City Manager, City Attorney, Chief of Police, Police Captain, Finance Director, Public Works Director, Community Development Director, Human Resources Director, Parks and Recreation Director, Deputy City Clerk/Agency Secretary, Communications Manager, Sr. Redevelopment Manager, Redevelopment Manager

**AGENDA  
POSTING  
DECLARATION**

The Deputy City Clerk of the Covina City Council hereby declares that the agenda for the July 6, 2010 Regular City Council/Redevelopment Agency meeting was posted on July 1, 2010 near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2 (a) of the Government Code.

**CLOSED  
SESSION**

A. G.C. 54956(b) – CONFERENCE WITH LEGAL COUNSEL –  
ANTICIPATED LITIGATION: TWO (2)

B. G.C. 54957(b) – PERSONNEL MATTERS

Evaluation of Performance – Title: City Manager  
Daryl Parrish

C. G.C. 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS  
AGENCY DESIGNATED REPRESENTATIVE: Anthony Arroyo,  
Human Resources Director

**EMPLOYEE ORGANIZATIONS:**

A.F.S.C.M.E. – American Federation of State, County &  
Municipal Employees

P.A.C. – Police Association of Covina

P.M.G. – Police Management Group

Unaffiliated Employees

D. G.C. 54956.8 - CONFERENCE WITH REAL PROPERTY  
NEGOTIATOR – NEGOTIATIONS TO INCLUDE BOTH  
PRICE AND TERMS:

- Covina Valley Unified School District – 120 East School Street (APN: 8430-027-900)
- Covina Valley Unified School District – Vacant Land South Side Puente Street at Third Avenue (APN: 8444-021-904)

- Mercy Moreno – 147 – 151 East College Street (APN: 8445-001-918)
- The Bergman Companies – 611 S. Citrus Avenue (APN: 8453-001-001) and 635 South Citrus Avenue (APN: 8453-001-906 & 8453-001-900)
- Enterprise – 602 South Citrus Avenue (APN: 8451-001-911)

**CITY ATTORNEY  
ANNOUNCEMENT**

City Attorney Edward Lee announced that no reportable action was taken in closed session and Closed Session would continue after the City Council/CRA Meeting.

**PLEDGE OF  
ALLEGIANCE  
INVOCATION**

Council Member Allen led the Pledge of Allegiance.

Covina Police Chaplain Patti Venegas gave the invocation.

**PRESENTATIONS**

Mayor Delach recognized Covina High School Student Athlete and CIF Track and Field Champion Remontay McClain.

Mayor Delach recognized the South Hills Kiwanis Club for their years of support to the Parks & Recreation Department Library Services Division's Summer Reading Program.

**PUBLIC COMMENTS**

Augustine Duran and Edgar Salgado from the U.S. Census Bureau presented the City of Covina with a certificate and plaque for its participation in the 2010 Census.

**COUNCIL/AGENCY  
COMMENTS**

Council Member Stapleton spoke on the 4<sup>th</sup> of July Pancake Breakfast which was held at Covina Park. He also commented on a letter sent to him by Council Member Low regarding being threatened with arrest and fines to silence him by the City. Council Member Stapleton requested that these letters be agendized and brought forth to the City Council for further review.

Council Member Allen spoke on the gold plated plaque given to the City by the Australian Expos Baseball Team. He also commented on the 4<sup>th</sup> of July service held at the Covina Assembly of God. Council Member Allen shared that a confidential document was given to the press which created unfairness to the City Council and the City. He asked to have an agenda report added to a future agenda on the confidentiality of documents discussed in Closed Session.

Council Member Low announced a birthday luncheon to be held for the 90<sup>th</sup> birthday of Nancy Manners who was an active participant in the community. He also asked if a proclamation could be drafted recognizing her. Council Member Low commented on the production of Oliver at the Covina Playhouse and also shared the concerns that Mrs. Champion has with regard to the parking signage in the parking lot behind the Playhouse.

Mayor Pro Tem King spoke on the 4<sup>th</sup> of July Pancake Breakfast which was held at Covina Park and the service which took place at the Covina Assembly of God.



Council Member Allen shared that the Theater of the Performing Arts will be honoring the founder of the original Playhouse, Betty Ferguson on Wednesday, July 7, 2010 at 6:30 p.m.

Mayor Delach commented on the 4<sup>th</sup> of July service which took place at the Covina Assembly of God. Mayor Delach also reminded the community that the season opening of the Covina Concert Band was Thursday, July 1, 2010.

Mayor Delach made the following community announcements:

Summer Programs Continue at the Covina Plunge; Teen Center at Covina Park is open weekdays from 3-7 p.m.; Summer Reading Program at the Covina Public Library continues; Summer Evening Entertainment at Covina Park providing Monday – Thursday free family entertainment; 27<sup>th</sup> Annual National Night Out, Tuesday, August 3, 2010 from 6 – 9 p.m.

**CITY MANAGER  
COMMENTS**

City Manager Daryl Parrish inquired if the singer Stevie Knicks had attended the Concert Series held at Covina Park on June 28, 2010. He also announced that a copy of the Comprehensive Assessment of the Library document prepared by the Police Department and Parks & Recreation Department would be available to Council during the meeting.

**CONSENT  
CALENDAR**

On a motion by Mayor Pro Tem King and seconded by Council Member Stapleton, the City Council/Redevelopment Agency approved Consent Calendar items CC 2, CC 4, CC 5, CC 7, CC 8, CC 9, CC 10, CC 11, CC 12, CC 13 & CC 14. Motion carried by a vote of 5-0.

**CITY'S 2010-2011  
APPROPRIATION LIMIT  
CC 2**

City Council approved the County population and State of California's Per Capita cost of Living Change as the factors to calculate the appropriation limit and adopted **Resolution No. 10-6833**, establishing the 2010 – 2011 Appropriation Limit for the City of Covina.

**TRAFFIC SIGNAL  
MAINTENANCE  
SYSTEMS BID  
CC 4**

City Council awarded the bid for the maintenance and repair of the city's traffic signal maintenance systems to Computer Service Company as the lowest responsive and responsible bidder in the base amount of \$37,800.00.

**TRAFFIC CONTROL  
SYSTEM AGREEMENT  
CC 5**

City Council approved the Agreement between the City of Covina and the County of Los Angeles for an integrated traffic control system and authorized the City Manager to execute the Agreement.

**PARKING PERMIT  
SALES PILOT  
PROGRAM  
CC 7**

City Council approved the conclusion of parking permit sales pilot program with Clancy Systems, Incorporated, and approved system conversion of [www.ParkCovina.com](http://www.ParkCovina.com) for Citywide parking permit sales.

**BIKESTATION  
COVINA PROJECT  
F-0908  
COMPLETION  
CC 8**

City Council adopted **Resolution No. 10-6857**, amending the Fiscal Year 2009 – 2010 Public Works Department, Transit Operations operating budget to reflect an appropriation of \$25,402.53 from Proposition A reserve funds for Bikestation Covina project F-0908 completion.

**CALIFORNIA  
PRODUCT  
STEWARDSHIP  
COUNCIL  
CC 9**

City Council adopted **Resolution No. 10-6858**, participating in the California Product Stewardship Council and support Extended Producer Responsibility.

**TITLE CHANGES &  
SALARY  
ADJUSTMENT  
CC 10**

City Council approved title changes for the positions of Street Maintenance Supervisor, Building and Code Enforcement Coordinator and Administrative Services Manager, and approved salary adjustment for the position of Parks & Recreation Manager.

**BOARDS &  
COMMISSIONS  
LETTERS OF  
RESIGNATION  
CC 11**

City Council accepted the letters of resignation from David M. Grijalva of the Youth Accountability Board, Mary I. Butterworth of the Youth Accountability Board and Shoshana Puccia of the Cultural Arts Advisory Committee.

**CRA INVESTMENT  
PORTFOLIO FOR FY  
2010 - 2011  
CC 12**

Redevelopment Agency adopted **Agency Resolution No. 10-630**, adopting an Investment Policy for the Agency's Investment Portfolio for Fiscal Year 2010 – 2011.

**CRA PROJECT NO. 1 &  
NO. 2 REDEVELOPMENT  
STUDY  
CC 13**

City Council and Redevelopment Agency adopted **Agency Resolution No. 10-629**, amending the fiscal year 2010-2011 Covina Redevelopment Agency Budget to reflect an appropriation of \$200,000 from Project Area One, Private Purpose Bond, undesignated funds to complete a redevelopment study for Covina Revitalization Redevelopment Project No. 1 and Project No. 2.

**MCGILL TRANSITIONAL  
HOUSE AGREEMENT  
CC 14**

City Council and Redevelopment Agency authorized the City Manager or his designee to execute an Agreement for the McGill Transitional House Operation and Supportive Services with Catholic Charities of Los Angeles, Inc.

**HERITAGE PLAZA  
DESIGN  
CC 15**

City Council and Redevelopment Agency approved the proposed design of Heritage Plaza and authorized Executive Director to execute applicable Professional Services Agreements during the project design and construction phases for an amount not to exceed 15% of total redevelopment funds appropriated for the project, or \$158,550.

**JUNE 15, 2010 CITY  
COUNCIL/CRA  
MEETING MINUTES  
CC 1**

Council Member Low stated that he felt the minutes did not reflect his position with respect to the budget.

On a motion by Mayor Pro Tem King and seconded by Council Member Stapleton, City Council/Redevelopment Agency approved the Minutes of the Tuesday, June 15, 2010 Regular City Council/Redevelopment Agency Meeting. Motion carried by a vote of 4-1 with Council Member Low in opposition.

**CITY'S INVESTMENT  
PORTFOLIO FOR FY  
2010 - 2011  
CC 3**

Council Member Stapleton commented that he favored more conservative investments that are allowed for and stated he was in opposition of the passage this fiscal policy.

Finance Director Dilu De Alwis addressed issues raised by the Council regarding the City's Investment Portfolio.

Mark Krieger, Chief Investment Officer from Bond Logistix, explained how the Investment Policy for the City was constructed.

A representative from Diversified Securities also explained how the City's Investment Policy was prepared.

On a motion by Mayor Pro Tem King and seconded by Council Member Allen, City Council/Redevelopment Agency adopted **Resolution No. 10-6859**, adopting Investment Policy for the City's Investment Portfolio for the Fiscal Year 2010 – 2011. Motion carried with a vote of 4-1 with Council Member Stapleton in opposition.

**CITRUS AVE. PLANNING  
STUDY CONTRACT  
CC 6**

Mayor Pro Tem King complimented the Public Works Department in putting grant money to very good use.

On a motion by Mayor Pro Tem King and seconded by Council Member Allen, City Council/Redevelopment Agency awarded a contract for a planning study on Citrus Avenue between Cypress Boulevard and Badillo Street – Project No. T-0814A, Federal Project No. HPLUL-5118(015) to Advantec Consulting Engineers in the amount of \$215,000 and authorize the City Manager to execute the necessary agreement after its review and approval by the City Attorney. Motion carried by a vote of 5-0.

**COVINA MUNICIPAL  
CODE AMENDMENT OF  
TITLE 7 - ANIMALS  
PH 1**

Mayor Delach opened and closed the public hearing at 8:27 p.m.

Council Member Stapleton commented that he would move approval of this item if the reference to licensing of cats was taken out of the ordinance.

Members from the Los Angeles County Animal Control clarified issues on cats.

City Attorney Edward Lee re-introduced the ordinance and resolution pertaining to the amendment of Title 7 of the Covina Municipal Code regarding animals.

On a motion by Council Member Stapleton and seconded by Council Member Low, the City Council introduced and waived further reading of **Ordinance No. 10-1984**, amending Sections 7.04.010 and 7.12.100 of the Covina Municipal Code to update the City's Animal Control Ordinance including deletions to references to the licensing of cats. Motion carried by a vote of 5-0.

**CDBG  
MICROENTERPRISE  
PROGRAM 600289-09  
PH 2**

Mayor Delach opened the public hearing at 8:38 p.m.

Mayor Delach closed the public hearing at 8:39 p.m..

On a motion by Council Member Stapleton and seconded by Council Member Low, the City Council adopted **Resolution No. 10-6856**, approving appropriation of CDBG revenue and expenditures for Microenterprise Program and authorized City Manager or his designee to enter agreement with Los Angeles County Community Development Commission. Motion carried by a vote of 5-0.

**BOARDS,  
COMMITTEES &  
COMMISSIONS  
CB 1**

On a motion by Mayor Pro Tem King and seconded by Council Member Allen, the City Council reappointed Fred Feldheim and appointed Charles M. Kemp to the Library Board of Trustees and invite applicant Nancy Guest to serve on the Cultural Arts Advisory Commission. Motion carried by a vote of 4-1 with Council Member Low in opposition.

On a motion by Mayor Pro Tem King and seconded by Mayor Delach, the City Council appointed Aydee Lopez Martinez to the Cultural Arts Advisory Commission. Motion carried by a vote of 5-0.

On a motion by Mayor Pro Tem King and seconded by Mayor Delach, the City Council reappointed John Butterworth as a member of the Youth Accountability Board. Motion carried by a vote of 5-0.

On a motion by Mayor Delach and seconded by Mayor Pro Tem King, the City Council reappointed Don Castro, Mickey Fox and Kay Manning to the Housing & Community Development Advisory Committee and invite applicant Sally Arroyo to serve on the Housing & Community Development Advisory Committee or the Cultural Arts Advisory Commission. Motion carried by a vote of 5-0.

**CITY OF COVINA  
STRATEGIC PLAN  
CB 2**

City Manager Parrish commented on the Strategic Planning matrix of goals which were formed at the June 7, 2010 Strategic Planning Meeting including a discussion on a City Charter.

On a motion by Council Member Low and seconded by Mayor Pro Tem King, the City Council received and filed the updated City of Covina Strategic Plan from the June 7, 2010 Strategic Plan Meeting. Motion carried by a vote of 5-0.

**27<sup>th</sup> ANNUAL NIGHT  
OUT  
JNB 1**

On a motion by Mayor Delach and seconded by Mayor Pro Tem King, the City Council supported the 27<sup>th</sup> Annual National Night Out event by canceling the City Council and Redevelopment Meeting of August 3, 2010 and continue the scheduled City Council and Redevelopment Agency Meeting to August 17, 2010. Motion carried by a vote of 5-0.

**ADJOURNMENT**

At 9:00 p.m., Mayor Delach adjourned the City Council/Redevelopment Agency meeting back to Closed Session and in the memory of John Carapino and Beverlee J. Vanderhoop.

At 10:40 p.m., Mayor Delach adjourned Closed Session, after no reportable items from the City Attorney, to the next Regular meeting to be held on Tuesday, August 17, 2010 at 6:30 p.m. at the City Hall Council Chambers.

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Rosalia A. Conde, CMC  
Deputy City Clerk/Agency Secretary

Approved this 20<sup>th</sup> day of July, 2010.

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Peggy Delach, Mayor

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 2

**STAFF SOURCE:** Dilu De Alwis, Finance Director

**ITEM TITLE:** Payment of Demands

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**STAFF RECOMMENDATION:**

Approve Payment of Demands in the amount of: **\$2,765,615.39**

**BACKGROUND:**

Attached list of warrants, demands, which are being presented for approval for May 2010 are summarized as follows:

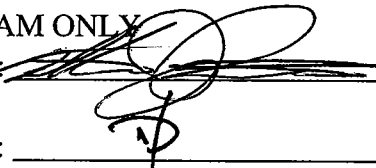

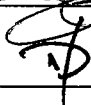
<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
<b>ACCOUNTS PAYABLE WARRANTS</b>		
May 4, 2010	84649-84783	\$236,246.23
May 11, 2010	84784-84899	\$187,675.92
May 11, 2010	84900	\$190.93
May 12, 2010	84901-84924	\$220,935.51
May 17, 2010	84925-84927	\$22,372.44
May 18, 2010	84928-85031	\$309,592.44
May 19, 2010	85032	\$7,845.75
May 25, 2010	85033-85127	\$218,310.39
May 26, 2010	85128-85150	\$192,615.26
May 27, 2010	85151-85270	\$150,640.94
 <b><u>PAYROLL</u></b>		
May 11, 2010 PAYROLL ADVANCE		\$377,000.00
May 13, 2010		\$202,496.53
May 13, 2010 FINAL CHECKS		\$28,371.64
May 25, 2010 PAYROLL ADVANCE		\$398,000.00
May 25, 2010		\$180,260.25
 <b><u>VOIDS</u></b>		
May 20, 2010	84346	(\$64.35)
 <b><u>WORKERS COMPENSATION</u></b>		
April 30, 2010	20054-20073	\$6,949.48
May 7, 2010	20074-20101	\$15,182.75
May 14, 2010	20102-20128	\$6,223.30
May 21, 2010	20129-20158	\$4,769.98

GRAND TOTAL:

\$2,765,615.39

**EXHIBITS:**

**A. ACCOUNTS PAYABLE REGISTER**

REVIEW TEAM ONLY	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084649	V04747	10-8 RETROFIT	05/04/10	288.80	MW	OH		
AP00084650	V00022	ABORTA BUG INC	05/04/10	75.00	MW	OH		
AP00084651	V06181	ADVANTAGE ARCHERY	05/04/10	114.33	MW	OH		
AP00084652	V05055	AGI ACADEMY	05/04/10	160.57	MW	OH		
AP00084653	V07158	AGUILAR, LOURDES	05/04/10	196.00	MW	OH		
AP00084654	V07014	ALAS, NINA	05/04/10	168.00	MW	OH		
AP00084655	V07440	ANDY CHAN	05/04/10	2.00	MW	OH		
AP00084656	V07157	ANGELES, LEAH	05/04/10	269.50	MW	OH		
AP00084657	V07312	ANURA K. T. DESILVA	05/04/10	2,400.00	MW	OH		
AP00084658	V00088	AZUSA, CITY OF	05/04/10	2,594.45	MW	OH		Payee Name different in Check DB
AP00084659	V05589	BELL BUILDING MAINTENANCE CO	05/04/10	5,625.00	MW	OH		
AP00084660	V00998	BERT'S MEGA MALL	05/04/10	51.30	MW	OH		
AP00084661	V02591	BEST BEST & KRIEGER LLP	05/04/10	9,874.18	MW	OH		
AP00084662	V07139	BETHKE, BETTY JO	05/04/10	106.17	MW	OH		
AP00084663	V06632	BRIGHT STARS ACADEMY	05/04/10	841.16	MW	OH		Payee Name different in Check DB
AP00084664	V00254	BRUNSWICK COVINA BOWL	05/04/10	140.00	MW	OH		
AP00084665	V00139	CALIBER POOL AND SPA SVC	05/04/10	1,450.00	MW	OH		
AP00084666	V07038	CALLANDRILLO JR., GEORGE	05/04/10	252.00	MW	OH		
AP00084667	V07156	CALLISON, JACQUELYN	05/04/10	171.50	MW	OH		
AP00084668	V06133	CAMGUARD SYSTEMS	05/04/10	660.00	MW	OH		
AP00084669	V07155	CASTILLO, LOVRINA	05/04/10	210.00	MW	OH		
AP00084670	V00134	CAT SPECIALTIES INC	05/04/10	500.37	MW	OH		
AP00084671	V05302	CELAYA, VERA FLORES	05/04/10	135.80	MW	OH		Payee Name different in Check DB
AP00084672	V00186	CENTURY OFFICE PRODUCTS	05/04/10	229.04	MW	OH		
AP00084673	V00190	CHARTER OAK GYMNASTICS INC	05/04/10	875.70	MW	OH		



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note	
AP00084674	V07450	COLBURN, MICHAEL	05/04/10	32.00	MW	OH			
AP00084675	V05948	CORBIN, CLARA	05/04/10	2,114.00	MW	OH			
AP00084676	V06544	CORONA, MARIO	05/04/10	32.00	MW	OH			
AP00084677	V01089	COVINA COLLISION REPAIR	05/04/10	60.00	MW	OH			
AP00084678	V01809	COVINA DOWNTOWN ASSOCIATION	05/04/10	10,125.00	MW	OH			
AP00084679	V00262	COVINA RENTS	05/04/10	129.51	MW	OH			
AP00084680	V00686	COVINA SUNRISE ROTARY	05/04/10	136.00	MW	OH			Payee Name different in Check DB
AP00084681	V00837	COVINA WATER & REFUSE, CITY O	05/04/10	35.74	MW	OH			Payee Name different in Check DB
AP00084682	V07140	CPOA REGION #1	05/04/10	100.00	MW	OH			
AP00084683	V06278	CREATIVE BUS SALES	05/04/10	59,718.96	MW	OH			
AP00084684	V04005	CSAC EXCESS INS AUTHORITY	05/04/10	342.00	MW	OH			
AP00084685	V07442	DEBBIE HERNANDEZ	05/04/10	2.00	MW	OH			
AP00084686	V02927	DF POLYGRAPH	05/04/10	125.00	MW	OH			
AP00084687	V07016	DOMINAIDE	05/04/10	35.00	MW	OH			
AP00084688	V00300	DUNN EDWARDS CORP	05/04/10	74.82	MW	OH			Payee Name different in Check DB
AP00084689	V00175	EDISON CO	05/04/10	6,467.46	MW	OH			
AP00084690	V02161	EXIGEN USA INC	05/04/10	6,912.26	MW	OH			
AP00084691	V00334	FARR'S STATIONERS	05/04/10	68.31	MW	OH			Payee Name different in Check DB
AP00084692	V00176	FEDEX	05/04/10	66.58	MW	OH			Payee Name different in Check DB
AP00084693	V00339	FOOTHILL PRESBYTERIAN HOSPITA	05/04/10	25.00	MW	OH			
AP00084694	V06904	FOUR POINTS BY SHERATON	05/04/10	1,144.00	MW	OH			
AP00084695	V02985	FRANCO, STACY	05/04/10	101.00	MW	OH			
AP00084696	V00345	FUTURE AMERICA	05/04/10	157.50	MW	OH			
AP00084697	V07441	GARY HANSEN	05/04/10	2.00	MW	OH			
AP00084698	V00350	GAS COMPANY, THE	05/04/10	50.87	MW	OH			Payee Name different in Check DB

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084699	V06554	GIAMMARCO, ANTHONY	05/04/10	220.50	MW	OH		
AP00084700	V02471	GOLDEN STATE OVERNIGHT	05/04/10	7.41	MW	OH		
AP00084701	V05550	GONZALEZ, ALEX	05/04/10	25.86	MW	OH		
AP00084702	V00374	GRAINGER	05/04/10	294.05	MW	OH		Payee Name different in Check DB
AP00084703	V03087	GRISWOLD INDUSTRIES	05/04/10	3,521.41	MW	OH		
AP00084704	V07294	HOLLIDAY ROCK CO INC	05/04/10	415.96	MW	OH		
AP00084705	V00006	HOME DEPOT	05/04/10	910.60	MW	OH		
AP00084706	V00414	HOSE MAN INC, THE	05/04/10	405.92	MW	OH		Payee Name different in Check DB
AP00084707	V00418	ICC INTERNATIONAL CODE COUNCI	05/04/10	79.87	MW	OH		Payee Name different in Check DB
AP00084708	V05607	INGERSOLL, SCOTT	05/04/10	353.50	MW	OH		
AP00084709	V00213	INLAND EMPIRE STAGES	05/04/10	1,094.25	MW	OH		
AP00084710	V00426	INLAND WATER WORKS	05/04/10	2,676.82	MW	OH		
AP00084711	V01174	JACOBS, DANIEL	05/04/10	31.56	MW	OH		Payee Name different in Check DB
AP00084712	V06049	JAIME, SANDRA	05/04/10	252.35	MW	OH		
AP00084713	V07325	JOSEPH ESCOBEDO	05/04/10	210.00	MW	OH		Payee Name different in Check DB
AP00084714	V00441	JW LOCK CO INC	05/04/10	133.95	MW	OH		
AP00084715	V00458	KEYSTONE UNIFORM DEPOT	05/04/10	334.52	MW	OH		Payee Name different in Check DB
AP00084716	V02741	KYLE, PATRICIA	05/04/10	857.50	MW	OH		
AP00084717	V00471	LA CNTY AGRIC COMM/MTS MEAS	05/04/10	331.46	MW	OH		Payee Name different in Check DB
AP00084718	V00476	LA CNTY DEPT OF CORONER	05/04/10	233.00	MW	OH		Payee Name different in Check DB
AP00084719	V00479	LA CNTY MTA	05/04/10	504.00	MW	OH		Payee Name different in Check DB
AP00084720	V02760	LA WORKS	05/04/10	5,189.73	MW	OH		
AP00084721	V05585	LAM, LY CHOU	05/04/10	317.33	MW	OH		
AP00084722	V07017	LARSEN, MICHAEL	05/04/10	46.67	MW	OH		
AP00084723	V00496	LEWIS ENGRAVING INC	05/04/10	49.39	MW	OH		

CITY OF COVINA 05/04/10 C H E C K R E G I S T E R CHECK REGISTER Page 4  
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Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00084724	V00497	LEWIS SAW AND LAWNMOWER	05/04/10	48.13	MW	OH	Payee Name different in Check DB
AP00084725	V00501	LIEBERT CASSIDY WHITMORE	05/04/10	4,011.06	MW	OH	Payee Name different in Check DB
AP00084726	V02925	MACADAM, HEIDI	05/04/10	23.58	MW	OH	
AP00084727	V00539	MCMASTER CARR SUPPLY CO	05/04/10	32.62	MW	OH	
AP00084728	V04045	MEDINA, MARIA	05/04/10	173.25	MW	OH	
AP00084729	V01210	MERCURY FENCE CO INC	05/04/10	680.00	MW	OH	Payee Name different in Check DB
AP00084730	V01240	MISSION LINEN SUPPLY	05/04/10	278.60	MW	OH	
AP00084731	V06255	MONJARAS & WISMEYER GROUP	05/04/10	62.50	MW	OH	
AP00084732	V06427	MOORE & ASSOCIATES INC.	05/04/10	2,550.00	MW	OH	Payee Name different in Check DB
AP00084733	V01101	MUSULMAN ROOFING	05/04/10	1,800.00	MW	OH	
AP00084734	V06687	NEWPORT FARMS INC	05/04/10	141.89	MW	OH	
AP00084735	V07163	NOTTI, PAMELA SUE	05/04/10	147.00	MW	OH	
AP00084736	V01136	OFFICE DEPOT	05/04/10	343.30	MW	OH	Payee Name different in Check DB
AP00084737	V00797	OFFICE DEPOT	05/04/10	224.91	MW	OH	
AP00084738	V07018	PARADA, MIGUEL	05/04/10	540.31	MW	OH	
AP00084739	V07451	PBS TOOL	05/04/10	85.00	MW	OH	
AP00084740	V06256	PETERSON, PAULINE	05/04/10	107.05	MW	OH	
AP00084741	V00636	POMONA, CITY OF	05/04/10	50.00	MW	OH	Payee Name different in Check DB
AP00084742	V01176	POVERO, DAVID	05/04/10	132.32	MW	OH	
AP00084743	V00638	PONELL CAMERA SHOP	05/04/10	5.73	MW	OH	
AP00084744	V05877	PUMP IT UP	05/04/10	25.00	MW	OH	
AP00084745	V01020	RADIO SHACK	05/04/10	5.48	MW	OH	
AP00084746	V04406	RAMIREZ, ULRICH	05/04/10	459.30	MW	OH	
AP00084747	V05299	RAMOS, VERONICA	05/04/10	869.40	MW	OH	
AP00084748	V07106	REGIONAL TAP SERVICE CENTER	05/04/10	1,261.00	MW	OH	

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Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs Rel To Note
AP00084749	V06114	REPUBLIC MASTER CHEFS	05/04/10	96.90	MW	OH
AP00084750	V00676	REYNOLDS BUICK INC	05/04/10	750.00	MW	OH
AP00084751	V07042	SALAZAR, JOEL	05/04/10	157.50	MW	OH
AP00084752	V00960	SBSD-EVOC TRAINING CENTER	05/04/10	1,250.00	MW	OH
AP00084753	V04066	SECURITAS SECURITY SERVICES	05/04/10	6,737.67	MW	OH
AP00084754	V00880	SERESINGHE, AJITH	05/04/10	1,542.00	MW	OH
AP00084755	V07393	SERVICE CHAMPIONS	05/04/10	105.00	MW	OH
AP00084756	V02292	SEVOLD, CHERYL	05/04/10	661.50	MW	OH
AP00084757	V06231	SIGUENAS, SONIA	05/04/10	21.20	MW	OH
AP00084758	V03713	SIMPLEX GRINNELL LP	05/04/10	165.77	MW	OH
AP00084759	V06163	SOUTHLAND TRANSIT	05/04/10	28,651.54	MW	OH
AP00084760	V00007	STAPLES INC	05/04/10	32.88	MW	OH
AP00084761	V06661	STEVENSON, ROY	05/04/10	191.10	MW	OH
AP00084762	V06352	SUPERIOR LIFE SUPPORT INC.	05/04/10	1,150.00	MW	OH
AP00084763	V07086	SURETECK INDUSTRIAL	05/04/10	1,200.00	MW	OH
AP00084764	V01415	SUTHERLAND, KEITH	05/04/10	79.50	MW	OH
AP00084765	V00760	TAVANNA	05/04/10	154.35	MW	OH
AP00084766	V04501	THOMAS, TERRI	05/04/10	974.75	MW	OH
AP00084767	V05229	THYSSENKRUPP ELEVATOR	05/04/10	828.00	MW	OH
AP00084768	V01934	TRENCH SHORING CO	05/04/10	588.14	MW	OH
AP00084769	V05054	TRIFYTT SPORTS	05/04/10	1,275.00	MW	OH
AP00084770	V07019	TRUJILLO WORDEN-MEACHAM,	05/04/10	70.00	MW	OH
AP00084771	V00975	TT MAILING SERVICE	05/04/10	1,321.20	MW	OH
AP00084772	V01340	TUCKER TIRE	05/04/10	55.72	MW	OH
AP00084773	V05461	URBAN GRAFFITI ENTERPRISES IN	05/04/10	5,000.00	MW	OH

Payee Name different in Check DB

Payee Name different in Check DB

Payee Name different in Check DB

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note	
AP00084774	V00229	US POSTMASTER	05/04/10	966.66	MW		OH		
AP00084775	V07356	VAN LEEUWEN, JOACHIM	05/04/10	35.00	MW		OH		
AP00084776	V07403	VERIZON CALIFORNIA	05/04/10	4.05	MW		OH		
AP00084777	V00400	VERIZON CREDIT INC	05/04/10	6.48	MW		OH		
AP00084778	V00158	VULCAN MATERIALS COMPANY	05/04/10	786.23	MW		OH		Payee Name different in Check DB
AP00084779	V03620	WEST COVINA AUTO BODY	05/04/10	191.11	MW		OH		Payee Name different in Check DB
AP00084780	V00232	WESTERN WATER WORKS SUPPLY	05/04/10	76.83	MW		OH		
AP00084781	V01741	WEYNSCHENK, AMANDA	05/04/10	42.40	MW		OH		
AP00084782	V06921	WONDRIES FLEET GROUP	05/04/10	32,592.43	MW		OH		
AP00084783	V07081	YELLOW CAB OF SAN GABRIEL	05/04/10	482.40	MW		OH		
G R A N D   T O T A L S:									
Total Void Machine Written				0.00			Number of Checks Processed:		
Total Void Hand Written				0.00			Number of Checks Processed:		
Total Machine Written				236,246.23			Number of Checks Processed:		
Total Hand Written				0.00			Number of Checks Processed:		
Total Reversals				0.00			Number of Checks Processed:		
Total Cancelled Checks				0.00			Number of Checks Processed:		
Total EFTs				0.00			Number of EFTs Processed:		
G R A N D   T O T A L				236,246.23					

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084784	V04010	ACOSTA, SUSAN	05/11/10	47.28	MW	OH		
AP00084785	V07088	ADS DOOR AND GATE	05/11/10	260.00	MW	OH		
AP00084786	V06428	ADVANCED	05/11/10	3,328.75	MW	OH		
AP00084787	V04434	ALL CITY MANAGEMENT SVC	05/11/10	5,004.00	MW	OH		
AP00084788	V07268	ALLANA-BUICK-BERS	05/11/10	16,181.25	MW	OH		
AP00084789	V00980	AREA D OFFICE OF EMERGENCY SV	05/11/10	2,462.70	MW	OH		
AP00084790	V01660	AT&T	05/11/10	109.19	MW	OH		
AP00084791	V06810	AUTOZONE INC.	05/11/10	9.65	MW	OH		
AP00084792	V01955	AZUSA PLUMBING & HEATING SUPPL	05/11/10	94.10	MW	OH		
AP00084793	V00089	B & K ELECTRIC WHOLESale	05/11/10	98.15	MW	OH		Payee Name different in Check DB
AP00084794	V00090	BAKER AND TAYLOR INC	05/11/10	1,455.00	MW	OH		
AP00084795	V04888	BBC AUDIOBOOKS AMERICA	05/11/10	45.15	MW	OH		
AP00084796	V01003	BUCHANAN, PATRICK	05/11/10	69.99	MW	OH		Payee Name different in Check DB
AP00084797	V07464	BUFFET CHINA	05/11/10	228.00	MW	OH		
AP00084798	V06546	C & H DISTRIBUTORS LLC	05/11/10	921.00	MW	OH		
AP00084799	V00156	CALIFORNIA, STATE OF	05/11/10	70.00	MW	OH		Payee Name different in Check DB
AP00084800	V00134	CAT SPECIALTIES INC	05/11/10	77.83	MW	OH		
AP00084801	V04253	CHARLES E THOMAS COMPANY	05/11/10	1,313.26	MW	OH		
AP00084802	V00198	CHRISTIAN, JOHN A	05/11/10	760.00	MW	OH		Payee Name different in Check DB
AP00084803	V05555	CINTAS CORP #693	05/11/10	227.38	MW	OH		
AP00084804	V00962	CITRUS CAR WASH	05/11/10	228.00	MW	OH		
AP00084805	V02971	CJ CONSTRUCTION INC	05/11/10	15,876.00	MW	OH		
AP00084806	V00174	COCA COLA BOTTLING CO	05/11/10	405.15	MW	OH		
AP00084807	V06072	COLLEY AUTO CARS INC.	05/11/10	835.92	MW	OH		
AP00084808	V00237	COMMUNICATIONS CENTER	05/11/10	285.00	MW	OH		

CITY OF COVINA		05/11/10	C H E C K		R E G I S T E R	CHECK REGISTER		Page 2
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Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	
AP00084809	V04222	CONOCO PHILLIPS FLEET	05/11/10	106.41	MW	OH		
AP00084810	V02444	CONTEMPORARY INFO CORP	05/11/10	48.00	MW	OH		
AP00084811	V00255	COVINA CHAMBER OF COMMERCE	05/11/10	110.00	MW	OH		Payee Name different in Check DB
AP00084812	V00837	COVINA WATER & REFUSE, CITY O	05/11/10	1,736.69	MW	OH		Payee Name different in Check DB
AP00084813	V07460	D J'S DRIVE-IN	05/11/10	228.00	MW	OH		
AP00084814	V07412	DAVID TURCH AND ASSOCIATES	05/11/10	8,000.00	MW	OH		
AP00084815	V06152	DEB'S BOOKKEEPPLUS	05/11/10	3,840.00	MW	OH		
AP00084816	V07405	DEPARTMENT OF GENERAL SERVICE	05/11/10	420.75	MW	OH		
AP00084817	V02927	DF POLYGRAPH	05/11/10	250.00	MW	OH		
AP00084818	V07462	DON PEDRO'S MEAT	05/11/10	228.00	MW	OH		
AP00084819	V00175	EDISON CO	05/11/10	28,021.85	MW	OH		
AP00084820	V00307	EDS AUTO PARTS	05/11/10	86.77	MW	OH		
AP00084821	V00176	FEDEX	05/11/10	15.89	MW	OH		
AP00084822	V06211	FIELDS, KENNETH	05/11/10	188.72	MW	OH		
AP00084823	V07463	FLAVR LOUNGE	05/11/10	228.00	MW	OH		
AP00084824	V02183	FOOTHILL CHAPTER-ICBO	05/11/10	50.00	MW	OH		
AP00084825	V00339	FOOTHILL PRESBYTERIAN HOSPITA	05/11/10	25.00	MW	OH		Payee Name different in Check DB
AP00084826	V00350	GAS COMPANY, THE	05/11/10	65.06	MW	OH		Payee Name different in Check DB
AP00084827	V07455	GILBERT ROYBAL	05/11/10	533.59	MW	OH		
AP00084828	V07458	GOLDEN BURGER	05/11/10	228.00	MW	OH		
AP00084829	V00730	GOLDEN STATE WATER COMPANY	05/11/10	246.63	MW	OH		Payee Name different in Check DB
AP00084830	V07457	GOLDEN SWIRL FROZEN YOGURT	05/11/10	228.00	MW	OH		
AP00084831	V00904	HARRELL'S TRANSMISSION	05/11/10	1,702.99	MW	OH		
AP00084832	V07294	HOLLIDAY ROCK CO INC	05/11/10	745.75	MW	OH		
AP00084833	V00006	HOME DEPOT	05/11/10	560.02	MW	OH		

CITY OF COVINA		05/11/10	C H E C K		R E G I S T E R	CHECK REGISTER		Page 3
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Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084834	V07466	HONEY BUFFET	05/11/10	228.00	MW	OH		
AP00084835	V07129	HORIBA INTERNATIONAL CORP	05/11/10	140.46	MW	OH		
AP00084836	V07461	HOUSE OF RICHARD, THE	05/11/10	228.00	MW	OH		
AP00084837	V05549	HSBC BUSINESS SOLUTIONS	05/11/10	406.97	MW	OH		
AP00084838	V00233	HYDRO CONNECTIONS	05/11/10	565.29	MW	OH		Payee Name different in Check DB
AP00084839	V00424	INGLEWOOD, CITY OF	05/11/10	4,681.30	MW	OH		Payee Name different in Check DB
AP00084840	V00425	INGRAM DIST GROUP	05/11/10	615.70	MW	OH		
AP00084841	V00777	J.G. TUCKER AND SON	05/11/10	1,050.80	MW	OH		Payee Name different in Check DB
AP00084842	V00445	JEECO MFG & SUPPLY	05/11/10	99.98	MW	OH		Payee Name different in Check DB
AP00084843	V07298	JEFFERSON SIGN	05/11/10	175.60	MW	OH		
AP00084844	V07454	JESUS RAUL & LORETTA SUAREZ	05/11/10	1,617.74	MW	OH		
AP00084845	V00447	JOBS AVAILABLE INC	05/11/10	35.00	MW	OH		
AP00084846	V00458	KEYSTONE UNIFORM DEPOT	05/11/10	349.39	MW	OH		Payee Name different in Check DB
AP00084847	V00463	KING BOLT CO	05/11/10	12.90	MW	OH		
AP00084848	V05478	L T NAILS	05/11/10	228.00	MW	OH		
AP00084849	V00480	LA CNTY PUBLIC WORKS DEPT	05/11/10	1,336.96	MW	OH		Payee Name different in Check DB
AP00084850	V05648	LA OPINION	05/11/10	2,000.00	MW	OH		
AP00084851	V00497	LEWIS SAW AND LAWNMOWER	05/11/10	134.44	MW	OH		Payee Name different in Check DB
AP00084852	V00501	LIEBERT CASSIDY WHITMORE	05/11/10	27.00	MW	OH		Payee Name different in Check DB
AP00084853	V00214	LIGHTNING OIL COMPANY INC	05/11/10	485.00	MW	OH		Payee Name different in Check DB
AP00084854	V05351	LY, NGUYEN	05/11/10	120.25	MW	OH		Payee Name different in Check DB
AP00084855	V07452	MATLOCK ASSOCIATES INC	05/11/10	45.00	MW	OH		
AP00084856	V00542	MEREDITH ELECTRIC	05/11/10	2,192.54	MW	OH		
AP00084857	V00551	MILLERS & ISHAMS FIRE	05/11/10	219.88	MW	OH		Payee Name different in Check DB
AP00084858	V01240	MISSION LINEN SUPPLY	05/11/10	195.68	MW	OH		



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084859	V07131	MUNICIPAL BUDGET AND	05/11/10	7,228.85	MW	OH		
AP00084860	V06687	NEWPORT FARMS INC	05/11/10	183.80	MW	OH		
AP00084861	V00589	NOLO PRESS	05/11/10	124.24	MW	OH		
AP00084862	V07404	O REILLY AUTO PARTS	05/11/10	245.62	MW	OH		
AP00084863	V00894	OCLA-INDEPENDENT	05/11/10	1,865.20	MW	OH		Payee Name different in Check DB
AP00084864	V01136	OFFICE DEPOT	05/11/10	121.81	MW	OH		
AP00084865	V01136	OFFICE DEPOT	05/11/10	52.70	MW	OH		
AP00084866	V00602	ORKIN PEST CONTROL	05/11/10	79.20	MW	OH		
AP00084867	V05368	PACIFIC BULLETPROOF CO	05/11/10	129.18	MW	OH		
AP00084868	V07146	PARRISH, DARYL	05/11/10	35.00	MW	OH		
AP00084869	V00615	PATTON SALES CORP	05/11/10	152.03	MW	OH		
AP00084870	V04805	R & R CUSTOM SIGNS	05/11/10	721.07	MW	OH		
AP00084871	V07360	RAINFORREST CAFE	05/11/10	360.79	MW	OH		
AP00084872	V00666	RANDOM HOUSE INC	05/11/10	67.18	MW	OH		
AP00084873	V06114	REPUBLIC MASTER CHEFS	05/11/10	126.68	MW	OH		
AP00084874	V04127	RESEARCH TECHNOLOGY INT'L	05/11/10	169.95	MW	OH		
AP00084875	V04366	RHINOTEK COMPUTER PRODUCTS	05/11/10	57.03	MW	OH		
AP00084876	V05228	ROSSI, STEVE	05/11/10	192.01	MW	OH		
AP00084877	V07456	SAN GABRIEL VALLEY WATER	05/11/10	25.00	MW	OH		
AP00084878	V00851	SIEMENS BUILDING TECHNOLOGIES	05/11/10	250.13	MW	OH		Payee Name different in Check DB
AP00084879	V00727	SMART AND FINAL IRIS CORP	05/11/10	163.44	MW	OH		
AP00084880	V07465	SORNOSO AUTO & TRUCK REPAIR	05/11/10	228.00	MW	OH		
AP00084881	V01553	SOUTHERN CA GAS CO	05/11/10	2,673.93	MW	OH		Payee Name different in Check DB
AP00084882	V00007	STAPLES INC	05/11/10	58.33	MW	OH		
AP00084883	V06661	STEVENSON, ROY	05/11/10	357.70	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084884	V07459	STUDIO C HAIR SALON	05/11/10	228.00	MW	OH		
AP00084885	V07086	SURETECK INDUSTRIAL	05/11/10	9,248.22	MW	OH		
AP00084886	V04870	THE ANSWERBAND INC	05/11/10	800.00	MW	OH		Payee Name different in Check DB
AP00084887	V00346	THOMSON GALE	05/11/10	79.17	MW	OH		Payee Name different in Check DB
AP00084888	V05229	THYSSENKRUPP ELEVATOR	05/11/10	414.00	MW	OH		
AP00084889	V07008	TIME WARNER CABLE	05/11/10	146.23	MW	OH		
AP00084890	V00776	TRUGREEN LANDSCAPE	05/11/10	8,147.21	MW	OH		
AP00084891	V00863	UNITED PUMPING SVCS INC	05/11/10	31,733.11	MW	OH		
AP00084892	V00229	US POSTMASTER	05/11/10	2,120.09	MW	OH		
AP00084893	V07403	VERIZON CALIFORNIA	05/11/10	385.87	MW	OH		
AP00084894	V01119	WARREN DISTRIBUTING INC	05/11/10	370.91	MW	OH		Payee Name different in Check DB
AP00084895	V06602	WELLDYNERX	05/11/10	84.14	MW	OH		
AP00084896	V04643	WELLS FARGO FINANCIAL LEASING	05/11/10	1,224.48	MW	OH		
AP00084897	V00812	WEST COAST ARBORISTS INC	05/11/10	285.00	MW	OH		
AP00084898	V03620	WEST COVINA AUTO BODY	05/11/10	1,172.11	MW	OH		
AP00084899	V00829	XEROX CORPORATION	05/11/10	89.76	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====								
G R A N D   T O T A L S:								
=====								
Total Void Machine Written				0.00				Number of Checks Processed: 0
Total Void Hand Written				0.00				Number of Checks Processed: 0
Total Machine Written				187,675.92				Number of Checks Processed: 116
Total Hand Written				0.00				Number of Checks Processed: 0
Total Reversals				0.00				Number of Checks Processed: 0
Total Cancelled Checks				0.00				Number of Checks Processed: 0
Total EFTs				0.00				Number of EFTs Processed: 0
G R A N D   T O T A L				187,675.92				



CITY OF COVINA		05/12/10	C H E C K		R E G I S T E R	CHECK REGISTER		Page 1
WED, MAY 12, 2010, 3:34 PM		--req: SSWANSON--	leg: GL JL--		loc: ADMIN-----	job: 461405 #S036-----		prog: CK200 <1.38>--report id: CKREG---
Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00084901	V06191	AFLAC ACCT# Y0792	05/12/10	3,545.04	MW	OH		Payee Name different in Check DB
AP00084902	V01695	AFSCME	05/12/10	840.00	MW	OH		
AP00084903	V01681	CALIFORNIA PUBLIC EMPLOYEES'	05/12/10	51,346.94	MW	OH		Payee Name different in Check DB
AP00084904	V07287	CITY OF COVINA-FSA	05/12/10	2,249.00	MW	OH		
AP00084905	V01686	COVINA POLICE ASSOCIATION	05/12/10	1,962.00	MW	OH		
AP00084906	V02095	COVINA POLICE ASSOCIATION	05/12/10	1,000.00	MW	OH		
AP00084907	CRA	COVINA REDEVELOPMENT AGENCY	05/12/10	1,000.00	MW	OH		
AP00084908	V01697	COVINA, CITY OF	05/12/10	6,443.78	MW	OH		
AP00084909	V02879	COVINA, CITY OF	05/12/10	39.80	MW	OH		
AP00084910	V05506	COVINA, CITY OF	05/12/10	51,357.08	MW	OH		
AP00084911	V06385	CSAC-EIA	05/12/10	3,625.59	MW	OH		
AP00084912	V06386	CSAC-EIA	05/12/10	1,477.98	MW	OH		
AP00084913	V05186	DELTA DENTAL OF CALIFORNIA	05/12/10	5,278.73	MW	OH		
AP00084914	V07259	FLEX ONE	05/12/10	36.00	MW	OH		Payee Name different in Check DB
AP00084915	V01692	GREAT WEST LIFE & ANNUITY	05/12/10	3,605.00	MW	OH		
AP00084916	V01694	HARTFORD LIFE INS	05/12/10	9.68	MW	OH		Payee Name different in Check DB
AP00084917	V01691	ICMA RETIREMENT TRUST-457	05/12/10	6,342.25	MW	OH		
AP00084918	V07302	ICMA RETIREMENT TRUST-401	05/12/10	680.44	MW	OH		
AP00084919	V01690	NATIONAL DEFERRED COMPENSATIO	05/12/10	35,497.50	MW	OH		Payee Name different in Check DB
AP00084920	V01693	PERS LONG TERM CARE PROGRAM	05/12/10	390.93	MW	OH		
AP00084921	V01687	PERS	05/12/10	41,436.56	MW	OH		
AP00084922	V04828	UNION BANK OF CALIFORNIA	05/12/10	2,219.62	MW	OH		
AP00084923	V01696	UNITED WAY OF GREATER LA	05/12/10	57.91	MW	OH		Payee Name different in Check DB
AP00084924	V06785	VISION SERVICE PLAN (CA)	05/12/10	493.68	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
=====							
G R A N D T O T A L S:							
=====							
Total Void Machine Written				0.00		Number of Checks Processed:	0
Total Void Hand Written				0.00		Number of Checks Processed:	0
Total Machine Written				220,935.51		Number of Checks Processed:	24
Total Hand Written				0.00		Number of Checks Processed:	0
Total Reversals				0.00		Number of Checks Processed:	0
Total Cancelled Checks				0.00		Number of Checks Processed:	0
Total EFTs				0.00		Number of EFTs Processed:	0
=====							
G R A N D T O T A L				220,935.51			

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	
AP00084925	V05506	COVINA, CITY OF	05/17/10	328.35	MW	OH		
AP00084926	V01692	GREAT WEST LIFE & ANNUITY	05/17/10	21,800.00	MW	OH		
AP00084927	V01687	PERS	05/17/10	244.09	MW	OH		
G R A N D T O T A L S:								
Total Void Machine Written				0.00	Number of Checks Processed:		0	
Total Void Hand Written				0.00	Number of Checks Processed:		0	
Total Machine Written				22,372.44	Number of Checks Processed:		3	
Total Hand Written				0.00	Number of Checks Processed:		0	
Total Reversals				0.00	Number of Checks Processed:		0	
Total Cancelled Checks				0.00	Number of Checks Processed:		0	
Total EFTs				0.00	Number of EFTs Processed:		0	
G R A N D T O T A L				22,372.44				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00084928	V05630	A-1 POWER SWEEPING CO INC	05/18/10	600.00	MW	OH	
AP00084929	V00022	ABORTA BUG INC	05/18/10	65.00	MW	OH	
AP00084930	V06989	ACRYLATEX	05/18/10	181.09	MW	OH	
AP00084931	V00846	ADVANCED GRAPHIX INC	05/18/10	227.81	MW	OH	
AP00084932	V00040	AIRGAS-WEST	05/18/10	223.80	MW	OH	Payee Name different in Check DB
AP00084933	V05428	ALIKHAN, HECTOR	05/18/10	134.63	MW	OH	
AP00084934	V00060	AMERICAN WATER WRKS ASSOC	05/18/10	198.00	MW	OH	
AP00084935	V02224	AMERICAN WEST COAST SECURITY	05/18/10	75.00	MW	OH	
AP00084936	V07312	ANURA K. T. DESILVA	05/18/10	2,400.00	MW	OH	
AP00084937	V01660	AT&T	05/18/10	357.67	MW	OH	
AP00084938	V01955	AZUSA PLUMBING & HEATING SUPPL	05/18/10	194.97	MW	OH	
AP00084939	V00090	BAKER AND TAYLOR INC	05/18/10	826.04	MW	OH	
AP00084940	V05637	BANK OF THE WEST	05/18/10	4,227.22	MW	OH	
AP00084941	V06025	BEST BUY STORES	05/18/10	1,393.69	MW	OH	
AP00084942	V06600	BLODGETT BAYLOSIS ASSOC INC	05/18/10	2,350.00	MW	OH	
AP00084943	V07218	BLUE SHIELD OF CALIFORNIA	05/18/10	866.36	MW	OH	
AP00084944	V00127	BRODART CO	05/18/10	21.41	MW	OH	
AP00084945	V06683	BUILDING ELECTRONIC CONTROLS	05/18/10	75.00	MW	OH	
AP00084946	V00151	CALIF, STATE OF	05/18/10	1,124.00	MW	OH	
AP00084947	V00159	CALSAFE	05/18/10	600.00	MW	OH	
AP00084948	V06267	CASTRO, VIVIAN	05/18/10	44.05	MW	OH	
AP00084949	V00134	CAT SPECIALTIES INC	05/18/10	1,187.41	MW	OH	
AP00084950	V07402	CATHOLIC CHARITIES	05/18/10	3,808.83	MW	OH	
AP00084951	V05655	CDA	05/18/10	285.75	MW	OH	
AP00084952	V02958	CERTIFIED UNDERCAR PARTS	05/18/10	185.40	MW	OH	



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00084953	V00193	CHEVRON PRODUCTS COMPANY	05/18/10	535.26	MW	OH	
AP00084954	V05555	CINTAS CORP #693	05/18/10	113.69	MW	OH	
AP00084955	V00962	CITRUS CAR WASH	05/18/10	202.30	MW	OH	
AP00084956	V01554	CITYGATE ASSOCIATES LLC	05/18/10	4,502.55	MW	OH	Payee Name different in Check DB
AP00084957	V00208	CLINICAL LAB OF SAN BERNARDIN	05/18/10	427.50	MW	OH	
AP00084958	V03950	COMMERCIAL ELECTRIC SYSTEMS	05/18/10	1,875.00	MW	OH	
AP00084959	V06119	COMMUNITY ACTION EAP	05/18/10	350.00	MW	OH	
AP00084960	V00240	COMPUTER SERVICE COMPANY	05/18/10	5,634.15	MW	OH	
AP00084961	V00248	COUNSELING TEAM, THE	05/18/10	480.00	MW	OH	
AP00084962	V00234	COVINA IRRIGATING CO	05/18/10	125,396.80	MW	OH	Payee Name different in Check DB
AP00084963	V00262	COVINA RENTS	05/18/10	120.73	MW	OH	
AP00084964	V00838	COVINA, CITY OF	05/18/10	335.82	MW	OH	Payee Name different in Check DB
AP00084965	V00211	DH MAINTENANCE SERVICES	05/18/10	6,069.40	MW	OH	
AP00084966	V02763	DOUG MARTIN CONTRACTING CO IN	05/18/10	5.00	MW	OH	
AP00084967	V00199	EAST DISTRICT SUPERIOR COURT	05/18/10	114.00	MW	OH	Payee Name different in Check DB
AP00084968	V00199	EAST DISTRICT SUPERIOR COURT	05/18/10	28,088.50	MW	OH	Payee Name different in Check DB
AP00084969	V00175	EDISON CO	05/18/10	40,975.75	MW	OH	
AP00084970	V00322	ESGIL CORPORATION	05/18/10	106.76	MW	OH	
AP00084971	V00339	FOOTHILL PRESBYTERIAN HOSPITA	05/18/10	50.00	MW	OH	Payee Name different in Check DB
AP00084972	V05550	GONZALEZ, ALEX	05/18/10	6.00	MW	OH	
AP00084973	V00374	GRAINGER	05/18/10	2,473.07	MW	OH	Payee Name different in Check DB
AP00084974	V03659	HAEBE, CYNTHIA	05/18/10	4,565.00	MW	OH	
AP00084975	V07294	HOLLIDAY ROCK CO INC	05/18/10	827.80	MW	OH	
AP00084976	V00006	HOME DEPOT	05/18/10	541.22	MW	OH	
AP00084977	V00417	HUNTINGTON COURT REPORTERS	05/18/10	445.74	MW	OH	Payee Name different in Check DB

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	
AP00084978	V00233	HYDRO CONNECTIONS	05/18/10	30.68	MW	OH	Payee Name different in Check DB	
AP00084979	V00425	INGRAM DIST GROUP	05/18/10	116.12	MW	OH		
AP00084980	V00213	INLAND EMPIRE STAGES	05/18/10	921.00	MW	OH		
AP00084981	V00426	INLAND WATER WORKS	05/18/10	2,923.74	MW	OH		
AP00084982	V04543	INTER-VALLEY POOL SUPPLY	05/18/10	125.38	MW	OH		
AP00084983	V00777	J.G. TUCKER AND SON	05/18/10	31.72	MW	OH	Payee Name different in Check DB	
AP00084984	V07472	JACKSON, SHACRISTALA	05/18/10	4.00	MW	OH		
AP00084985	V00448	JOHNNY'S POOL SERVICE	05/18/10	35.53	MW	OH	Payee Name different in Check DB	
AP00084986	V06924	KAMIL, AHMAD	05/18/10	2.00	MW	OH		
AP00084987	V00451	KELLY PAPER CO	05/18/10	49.17	MW	OH		
AP00084988	V07231	LA WORKS	05/18/10	7,130.00	MW	OH		
AP00084989	V02760	LA WORKS	05/18/10	5,189.73	MW	OH		
AP00084990	V06324	LANGUAGE LINE SERVICES INC	05/18/10	4.70	MW	OH		
AP00084991	V03427	LAYTON TECHNOLOGY INC	05/18/10	395.00	MW	OH		
AP00084992	V03544	LEVEL 3 COMMUNICATIONS LLC	05/18/10	1,323.66	MW	OH	Payee Name different in Check DB	
AP00084993	V00496	LEWIS ENGRAVING INC	05/18/10	744.02	MW	OH		
AP00084994	V06660	MCCLURE, LINDA	05/18/10	31.60	MW	OH		
AP00084995	V07167	MEREDITH DIGITAL	05/18/10	184.38	MW	OH		
AP00084996	V00594	MICHAEL J O'DAY AND ASSOC	05/18/10	300.00	MW	OH	Payee Name different in Check DB	
AP00084997	V00551	MILLERS & ISHAMS FIRE	05/18/10	109.01	MW	OH	Payee Name different in Check DB	
AP00084998	V01240	MISSION LINEN SUPPLY	05/18/10	178.67	MW	OH		
AP00084999	V01160	MITCHELL REPAIR	05/18/10	65.00	MW	OH		
AP00085000	V06427	MOORE & ASSOCIATES INC.	05/18/10	1,039.68	MW	OH	Payee Name different in Check DB	
AP00085001	V06687	NEWPORT FARMS INC	05/18/10	162.71	MW	OH		
AP00085002	V00797	OFFICE DEPOT	05/18/10	5.42	MW	OH	Payee Name different in Check DB	

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085003	V07467	OLD TOWN TROLLEY TOURS	05/18/10	704.00	MW	OH		
AP00085004	V00610	PAPER MART	05/18/10	41.09	MW	OH		
AP00085005	V00638	POWELL CAMERA SHOP	05/18/10	65.84	MW	OH		
AP00085006	V07470	PRO PATCH INC	05/18/10	2,110.00	MW	OH		
AP00085007	V03767	QUILL	05/18/10	99.31	MW	OH		
AP00085008	V07106	REGIONAL TAP SERVICE CENTER	05/18/10	892.40	MW	OH		
AP00085009	V06114	REPUBLIC MASTER CHEFS	05/18/10	112.78	MW	OH		
AP00085010	V00676	REYNOLDS BUICK INC	05/18/10	58.42	MW	OH		Payee Name different in Check DB
AP00085011	V03855	RICHARD NIXON LIBRARY &	05/18/10	492.75	MW	OH		
AP00085012	V02873	S & J SALES	05/18/10	124.25	MW	OH		
AP00085013	V00696	SAN DIEGO POLICE EQUIPMENT	05/18/10	20,247.56	MW	OH		
AP00085014	V05102	SANTA ANITA FAMILY SERVICE	05/18/10	460.00	MW	OH		
AP00085015	V04066	SECURITAS SECURITY SERVICES	05/18/10	3,332.62	MW	OH		
AP00085016	V06095	SGV EXAMINER	05/18/10	468.64	MW	OH		
AP00085017	V00734	SOUTHEAST CONSTRUCTION INC	05/18/10	147.15	MW	OH		
AP00085018	V01473	SURFACE TECH CO	05/18/10	1,055.80	MW	OH		Payee Name different in Check DB
AP00085019	V07188	SYNTECH	05/18/10	1,651.98	MW	OH		
AP00085020	V05229	THYSSENKRUPP ELEVATOR	05/18/10	132.50	MW	OH		
AP00085021	V05776	TOSHIBA BUSINESS SOLUTIONS	05/18/10	53.11	MW	OH		
AP00085022	V05996	ULMER, CHRISTOPHER	05/18/10	196.66	MW	OH		
AP00085023	V00230	UNDERGROUND SERVICE ALERT	05/18/10	123.00	MW	OH		
AP00085024	V00229	US POSTMASTER	05/18/10	1,078.97	MW	OH		
AP00085025	V03657	US POSTMASTER	05/18/10	1,409.87	MW	OH		
AP00085026	V04113	USA MOBILITY WIRELESS INC	05/18/10	39.80	MW	OH		Payee Name different in Check DB
AP00085027	V07403	VERIZON CALIFORNIA	05/18/10	1,744.94	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00085028	V06297	VERIZON WIRELESS	05/18/10	5,071.46	MW	OH	
AP00085029	V02304	VICTORY EXTERMINATING INC	05/18/10	50.00	MW	OH	
AP00085030	V00158	VULCAN MATERIALS COMPANY	05/18/10	443.30	MW	OH	Payee Name different in Check DB
AP00085031	V04643	WELLS FARGO FINANCIAL LEASING	05/18/10	186.15	MW	OH	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	309,592.44	Number of Checks Processed:	104
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0

G R A N D T O T A L 309,592.44

Check. Payee ID. Payee Name Date Check Amount Type Subs Rel To Note  
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AP00085032 V07476 JOHN J MOOERS CONSTRUCTION 05/19/10 7,845.75 MW IP

GRAND TOTALS:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	7,845.75	Number of Checks Processed:	1
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled Checks	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
GRAND TOTAL	7,845.75		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00085033	V04747	10-8 RETROFIT	05/25/10	233.41	MW	OH		
AP00085034	V00019	AARDVARK TACTICAL INC	05/25/10	764.75	MW	OH		
AP00085035	V04342	ACE-1 AUTO SERVICE	05/25/10	957.83	MW	OH		
AP00085036	V07475	ADA ANSWER INDUSTRIES	05/25/10	2,775.30	MW	OH		
AP00085037	V06611	ADVANTEC CONSULTING ENGINEERS	05/25/10	10,405.00	MW	OH		
AP00085038	V04434	ALL CITY MANAGEMENT SVC	05/25/10	5,004.00	MW	OH		
AP00085039	V07220	AMERICAN RED CROSS	05/25/10	96.00	MW	OH		
AP00085040	V02224	AMERICAN WEST COAST SECURITY	05/25/10	25.00	MW	OH		
AP00085041	V07449	ANTHEM BLUE CROSS	05/25/10	1,199.80	MW	OH		
AP00085042	V07449	ANTHEM BLUE CROSS	05/25/10	787.49	MW	OH		
AP00085043	V01660	AT&T	05/25/10	789.69	MW	OH		
AP00085044	V01955	AZUSA PLUMBING & HEATING SUPPL	05/25/10	250.13	MW	OH		
AP00085045	V07100	BANK OF THE WEST	05/25/10	9,395.07	MW	OH		
AP00085046	V06613	BARR LUMBER COMPANY	05/25/10	217.57	MW	OH		
AP00085047	V02591	BEST BEST & KRIEGER LLP	05/25/10	14,699.72	MW	OH		
AP00085048	V00114	BLAKE PAPER CO	05/25/10	166.74	MW	OH		Payee Name different in Check DB
AP00085049	V07218	BLUE SHIELD OF CALIFORNIA	05/25/10	433.18	MW	OH		
AP00085050	V01508	CALPELRA	05/25/10	350.00	MW	OH		
AP00085051	V00134	CAT SPECIALTIES INC	05/25/10	426.93	MW	OH		
AP00085052	V00186	CENTURY OFFICE PRODUCTS	05/25/10	207.94	MW	OH		
AP00085053	V04535	CERTIFION CORP	05/25/10	75.00	MW	OH		
AP00085054	V05555	CINTAS CORP #693	05/25/10	113.69	MW	OH		
AP00085055	V07477	CNOA REGION 5	05/25/10	45.00	MW	OH		
AP00085056	V00237	COMMUNICATIONS CENTER	05/25/10	309.33	MW	OH		
AP00085057	CRA	COVINA REDEVELOPMENT AGENCY	05/25/10	340.00	MW	OH		

CITY OF COVINA 05/25/10 C H E C K R E G I S T E R CHECK REGISTER Page 2  
TUE, MAY 25, 2010, 10:15 AM --req: SSMANSON--leg: GL JL--loc: ADMIN-----job: 462834 #S035-----prog: CK200 <1.38>---report id: CKREG---

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085058	V00262	COVINA RENTS	05/25/10	219.50	MW	OH		
AP00085059	V00686	COVINA SUNRISE ROTARY	05/25/10	68.00	MW	OH		Payee Name different in Check DB
AP00085060	V00264	COVINA VALLEY USD	05/25/10	78.75	MW	OH		
AP00085061	V06385	CSAC-EIA	05/25/10	9.04	MW	OH		
AP00085062	V05186	DELTA DENTAL OF CALIFORNIA	05/25/10	844.70	MW	OH		
AP00085063	V00965	DISCOUNT SCHOOL SUPPLY	05/25/10	406.89	MW	OH		
AP00085064	V01567	E.H. WACHS COMPANY	05/25/10	285.50	MW	OH		Payee Name different in Check DB
AP00085065	V00175	EDISON CO	05/25/10	2,297.92	MW	OH		
AP00085066	V00307	EDS AUTO PARTS	05/25/10	289.73	MW	OH		
AP00085067	V06020	EL NATIVO GROWERS INC.	05/25/10	206.11	MW	OH		
AP00085068	V00176	FEDEX	05/25/10	55.91	MW	OH		
AP00085069	V07439	FELICIANO, VICTOR	05/25/10	64.35	MW	OH		
AP00085070	V00350	GAS COMPANY, THE	05/25/10	1,332.30	MW	OH		Payee Name different in Check DB
AP00085071	V00730	GOLDEN STATE WATER COMPANY	05/25/10	45.37	MW	OH		Payee Name different in Check DB
AP00085072	V00374	GRAINGER	05/25/10	527.30	MW	OH		Payee Name different in Check DB
AP00085073	V07397	GROVER'S INTERIORS INC	05/25/10	3,442.14	MW	OH		
AP00085074	V00212	HAAKER EQUIPMENT CO	05/25/10	578.58	MW	OH		
AP00085075	V07482	HANSEN, MARCUS	05/25/10	13.20	MW	OH		
AP00085076	V04131	HERTZ	05/25/10	559.67	MW	OH		
AP00085077	V07294	HOLLIDAY ROCK CO INC	05/25/10	616.61	MW	OH		
AP00085078	V00006	HOME DEPOT	05/25/10	1,008.73	MW	OH		
AP00085079	V00417	HUNTINGTON COURT REPORTERS	05/25/10	186.52	MW	OH		Payee Name different in Check DB
AP00085080	V00233	HYDRO CONNECTIONS	05/25/10	339.47	MW	OH		Payee Name different in Check DB
AP00085081	V04645	ICC	05/25/10	60.00	MW	OH		
AP00085082	V00213	INLAND EMPIRE STAGES	05/25/10	698.25	MW	OH		

CITY OF COVINA			05/25/10			C H E C K			R E G I S T E R			CHECK REGISTER			Page					
TUE, MAY 25, 2010, 10:15 AM			--req: SSWANSON--			leg: GL JL--loc: ADMIN--			job: 462834			#S035----			prog: CK200 <1.38>---			report id: CKREG----		
Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note												
AP00085083	V06816	INTER-CON SECURITY SYSTEMS	05/25/10	5,153.36	MW	OH														
AP00085084	V04543	INTER-VALLEY POOL SUPPLY	05/25/10	98.29	MW	OH														
AP00085085	V05490	JS CONSULTANTS	05/25/10	25,239.58	MW	OH														
AP00085086	V00458	KEYSTONE UNIFORM DEPOT	05/25/10	15.37	MW	OH			Payee Name different in Check DB											
AP00085087	V00463	KING BOLT CO	05/25/10	30.99	MW	OH														
AP00085088	V00475	LA CNTY DEPT OF ANIMAL CARE	05/25/10	7,743.42	MW	OH			Payee Name different in Check DB											
AP00085089	V07231	LA WORKS	05/25/10	6,282.00	MW	OH														
AP00085090	V00496	LEWIS ENGRAVING INC	05/25/10	49.39	MW	OH														
AP00085091	V00497	LEWIS SAW AND LAWNMOWER	05/25/10	73.96	MW	OH			Payee Name different in Check DB											
AP00085092	V06660	MCCLURE, LINDA	05/25/10	10.50	MW	OH														
AP00085093	V05808	MELNYK, JOSEPH	05/25/10	8.00	MW	OH														
AP00085094	V01240	MISSION LINEN SUPPLY	05/25/10	185.58	MW	OH														
AP00085095	V07131	MUNICIPAL BUDGET AND	05/25/10	6,153.85	MW	OH														
AP00085096	V07471	NETWORK DEPOSITION	05/25/10	3,009.25	MW	OH														
AP00085097	V06687	NEWPORT FARMS INC	05/25/10	142.33	MW	OH														
AP00085098	V07404	O REILLY AUTO PARTS	05/25/10	26.84	MW	OH														
AP00085099	V07146	PARRISH, DARYL	05/25/10	17.95	MW	OH														
AP00085100	V05301	PEST OPTIONS INC	05/25/10	265.00	MW	OH														
AP00085101	V02819	PR DIAMOND PRODUCTS INC	05/25/10	638.00	MW	OH														
AP00085102	V01097	PROSE GRANTWRITING SERVICES	05/25/10	800.00	MW	OH			Payee Name different in Check DB											
AP00085103	V07288	QUALITY IMAGING SUPPLIES INC.	05/25/10	1,937.09	MW	OH														
AP00085104	V00667	RANSOM, ROBERT	05/25/10	60,000.00	MW	OH			Payee Name different in Check DB											
AP00085105	V06114	REPUBLIC MASTER CHEFS	05/25/10	97.19	MW	OH														
AP00085106	V07031	SAFEGUARD	05/25/10	1,764.69	MW	OH														
AP00085107	V01155	SGV CITY MANAGERS' ASSOC	05/25/10	50.00	MW	OH			Payee Name different in Check DB											



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085108	V01155	SGV CITY MANAGERS' ASSOC	05/25/10	50.00	MW	OH		Payee Name different in Check DB
AP00085109	V00727	SMART AND FINAL IRIS CORP	05/25/10	300.18	MW	OH		
AP00085110	V00734	SOUTHEAST CONSTRUCTION INC	05/25/10	102.07	MW	OH		
AP00085111	V00737	SPARKLETTIS	05/25/10	90.36	MW	OH		
AP00085112	V00007	STAPLES INC	05/25/10	36.21	MW	OH		
AP00085113	V00110	SUNGARD BI-TECH INC	05/25/10	17,289.50	MW	OH		Payee Name different in Check DB
AP00085114	V05776	TOSHIBA BUSINESS SOLUTIONS	05/25/10	586.58	MW	OH		
AP00085115	V06246	ULINE	05/25/10	167.35	MW	OH		
AP00085116	V05461	URBAN GRAFFITI ENTERPRISES IN	05/25/10	5,000.00	MW	OH		
AP00085117	V00229	US POSTMASTER	05/25/10	957.88	MW	OH		
AP00085118	V07403	VERIZON CALIFORNIA	05/25/10	998.42	MW	OH		
AP00085119	V06785	VISION SERVICE PLAN (CA)	05/25/10	43.73	MW	OH		
AP00085120	V00158	VULCAN MATERIALS COMPANY	05/25/10	187.04	MW	OH		Payee Name different in Check DB
AP00085121	V00815	WEST LITE SUPPLY CO INC	05/25/10	199.44	MW	OH		
AP00085122	V04327	WESTERN EMULSIONS INC	05/25/10	441.57	MW	OH		
AP00085123	V07473	WILSON ASSOCIATES	05/25/10	1,121.00	MW	OH		
AP00085124	V06911	XO COMMUNICATIONS SERVICES IN	05/25/10	4,339.29	MW	OH		
AP00085125	V00831	Y TIRE SALES	05/25/10	357.98	MW	OH		
AP00085126	V07081	YELLOW CAB OF SAN GABRIEL	05/25/10	207.40	MW	OH		
AP00085127	V00432	YWCA INTERVALE SENIOR SERVICE	05/25/10	1,738.65	MW	OH		Payee Name different in Check DB

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====								
G R A N D T O T A L S:								
Total Void Machine Written				0.00		Number of Checks Processed:		0
Total Void Hand Written				0.00		Number of Checks Processed:		0
Total Machine Written				218,310.39		Number of Checks Processed:		95
Total Hand Written				0.00		Number of Checks Processed:		0
Total Reversals				0.00		Number of Checks Processed:		0
Total Cancelled Checks				0.00		Number of Checks Processed:		0
Total EFTs				0.00		Number of EFTs Processed:		0
G R A N D T O T A L				218,310.39				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00085128	V06191	AFLAC ACCT# YQ792	05/26/10	3,541.29	MW	OH		Payee Name different in Check DB
AP00085129	V01695	AFSCME	05/26/10	840.00	MW	OH		
AP00085130	V01681	CALIFORNIA PUBLIC EMPLOYEES'	05/26/10	51,346.93	MW	OH		Payee Name different in Check DB
AP00085131	V07287	CITY OF COVINA-FSA	05/26/10	2,249.00	MW	OH		
AP00085132	V01686	COVINA POLICE ASSOCIATION	05/26/10	1,920.00	MW	OH		
AP00085133	V02095	COVINA POLICE ASSOCIATION	05/26/10	1,000.00	MW	OH		
AP00085134	V01697	COVINA, CITY OF	05/26/10	6,441.91	MW	OH		
AP00085135	V02879	COVINA, CITY OF	05/26/10	39.80	MW	OH		
AP00085136	V05506	COVINA, CITY OF	05/26/10	53,381.97	MW	OH		
AP00085137	V06385	CSAC-EIA	05/26/10	3,540.42	MW	OH		
AP00085138	V06386	CSAC-EIA	05/26/10	1,288.61	MW	OH		
AP00085139	V05186	DELTA DENTAL OF CALIFORNIA	05/26/10	5,364.49	MW	OH		
AP00085140	V07259	FLEX ONE	05/26/10	36.00	MW	OH		Payee Name different in Check DB
AP00085141	V01692	GREAT WEST LIFE & ANNUITY	05/26/10	3,555.00	MW	OH		
AP00085142	V01694	HARTFORD LIFE INS	05/26/10	9.67	MW	OH		Payee Name different in Check DB
AP00085143	V01691	ICMA RETIREMENT TRUST-457	05/26/10	6,342.25	MW	OH		
AP00085144	V07302	ICMA RETIREMENT TRUST-401	05/26/10	680.44	MW	OH		
AP00085145	V01690	NATIONAL DEFERRED COMPENSATIO	05/26/10	4,842.50	MW	OH		Payee Name different in Check DB
AP00085146	V01693	PERS LONG TERM CARE PROGRAM	05/26/10	390.93	MW	OH		
AP00085147	V01687	PERS	05/26/10	43,367.51	MW	OH		
AP00085148	V04828	UNION BANK OF CALIFORNIA	05/26/10	1,865.40	MW	OH		
AP00085149	V01696	UNITED WAY OF GREATER LA	05/26/10	50.41	MW	OH		Payee Name different in Check DB
AP00085150	V06785	VISION SERVICE PLAN (CA)	05/26/10	520.73	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
=====							
G R A N D T O T A L S:							
=====							
		Total Void Machine Written		0.00		Number of Checks Processed:	0
		Total Void Hand Written		0.00		Number of Checks Processed:	0
		Total Machine Written		192,615.26		Number of Checks Processed:	23
		Total Hand Written		0.00		Number of Checks Processed:	0
		Total Reversals		0.00		Number of Checks Processed:	0
		Total Cancelled Checks		0.00		Number of Checks Processed:	0
		Total EFTs		0.00		Number of EFTs Processed:	0
		G R A N D T O T A L		192,615.26			
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Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085151	V04010	ACOSTA, SUSAN	06/01/10	28.56	MW	OH		
AP00085152	V07080	ADVANCED RESTORATION	06/01/10	175.58	MW	OH		
AP00085153	V06181	ADVANTAGE ARCHERY	06/01/10	228.67	MW	OH		
AP00085154	V05055	AGI ACADEMY	06/01/10	160.57	MW	OH		
AP00085155	V07158	AGUILAR, LOURDES	06/01/10	196.00	MW	OH		
AP00085156	V07453	ALAAISH, AHMED	06/01/10	172.00	MW	OH		
AP00085157	V07014	ALAS, NINA	06/01/10	168.00	MW	OH		
AP00085158	V00051	ALLSTATE POLICE EQUIPMENT INC	06/01/10	228.28	MW	OH		
AP00085159	V07157	ANGELES, LEAH	06/01/10	245.00	MW	OH		
AP00085160	V07312	ANURA K. T. DESILVA	06/01/10	2,400.00	MW	OH		
AP00085161	V00088	AZUSA, CITY OF	06/01/10	1,893.66	MW	OH		Payee Name different in Check DB
AP00085162	VOID.CONTINU	Void - Continued Stub	06/01/10	0.00	VM	OH		Void
AP00085163	V00090	BAKER AND TAYLOR INC	06/01/10	2,991.22	MW	OH		
AP00085164	V04888	BBC AUDIOBOOKS AMERICA	06/01/10	5.49	MW	OH		
AP00085165	V05589	BELL BUILDING MAINTENANCE CO	06/01/10	5,625.00	MW	OH		
AP00085166	V02591	BEST BEST & KRIEGER LLP	06/01/10	14,224.29	MW	OH		
AP00085167	V07139	BETHKE, BETTY JO	06/01/10	106.17	MW	OH		
AP00085168	V07169	BOOK WHOLESALERS INC	06/01/10	43.71	MW	OH		
AP00085169	V06632	BRIGHT STARS ACADEMY	06/01/10	955.51	MW	OH		
AP00085170	V00127	BRODART CO	06/01/10	351.25	MW	OH		
AP00085171	V00254	BRUNSWICK COVINA BOWL	06/01/10	175.00	MW	OH		Payee Name different in Check DB
AP00085172	V00139	CALIBER POOL AND SPA SVC	06/01/10	463.00	MW	OH		
AP00085173	V00149	CALIF, STATE OF	06/01/10	17,487.00	MW	OH		
AP00085174	V07156	CALLISON, JACQUELYN	06/01/10	171.50	MW	OH		
AP00085175	V01595	CANON BUS SOLUTIONS INC	06/01/10	916.84	MW	OH		Payee Name different in Check DB

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085176	V07155	CASTILLO, LOVRINA	06/01/10	210.00	MW	OH		
AP00085177	V05302	CELAYA, VERA FLORES	06/01/10	176.40	MW	OH		Payee Name different in Check DB
AP00085178	V00186	CENTURY OFFICE PRODUCTS	06/01/10	416.43	MW	OH		
AP00085179	V02958	CERTIFIED UNDERCAR PARTS	06/01/10	13.48	MW	OH		
AP00085180	V00190	CHARTER OAK GYMNASTICS INC	06/01/10	1,521.45	MW	OH		
AP00085181	V07223	COMMISSION ON ADULT	06/01/10	70.00	MW	OH		
AP00085182	V00240	COMPUTER SERVICE COMPANY	06/01/10	2,220.43	MW	OH		
AP00085183	V05948	CORBIN, CLARA	06/01/10	1,778.00	MW	OH		
AP00085184	V00837	COVINA WATER & REFUSE, CITY O	06/01/10	603.89	MW	OH		Payee Name different in Check DB
AP00085185	V02742	CRAIG'S CPR&FIRST AID TRAININ	06/01/10	147.00	MW	OH		
AP00085186	V02327	D3 EQUIPMENT	06/01/10	448.38	MW	OH		
AP00085187	V06792	DAPEER ROSENBLIT & LITVAK LLP	06/01/10	50.94	MW	OH		
AP00085188	V07412	DAVID TURCH AND ASSOCIATES	06/01/10	4,000.00	MW	OH		
AP00085189	V07016	DOMINAIDE	06/01/10	35.00	MW	OH		
AP00085190	V00305	EBSCO SUBSCRIPTION SVCS	06/01/10	5.01	MW	OH		
AP00085191	V00175	EDISON CO	06/01/10	77.09	MW	OH		
AP00085192	V04433	EMERGENCY PHYSICIANS OF FPH	06/01/10	739.00	MW	OH		
AP00085193	V06453	FAMILY AUTO CARE	06/01/10	329.29	MW	OH		
AP00085194	V00339	FOOTHILL PRESBYTERIAN HOSPITA	06/01/10	25.00	MW	OH		Payee Name different in Check DB
AP00085195	V00345	FUTURE AMERICA	06/01/10	144.90	MW	OH		
AP00085196	V00350	GAS COMPANY, THE	06/01/10	74.67	MW	OH		Payee Name different in Check DB
AP00085197	V06554	GIAMMARCO, ANTHONY	06/01/10	220.50	MW	OH		
AP00085198	V02471	GOLDEN STATE OVERNIGHT	06/01/10	24.64	MW	OH		
AP00085199	V00374	GRAINGER	06/01/10	4,836.01	MW	OH		Payee Name different in Check DB
AP00085200	V00375	GRAND PRINTING	06/01/10	66.80	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	Payee Name different in Check DB
AP00085201	V04131	HERTZ	06/01/10	1,125.40	MW	OH		
AP00085202	V00409	HINDERLITER DELLAMAS & ASSOC	06/01/10	2,695.99	MW	OH		
AP00085203	V07294	HOLLIDAY ROCK CO INC	06/01/10	249.14	MW	OH		
AP00085204	V00413	HOLLYWOOD BOWL	06/01/10	914.00	MW	OH		
AP00085205	V00006	HOME DEPOT	06/01/10	226.45	MW	OH		
AP00085206	V05549	HSBC BUSINESS SOLUTIONS	06/01/10	407.61	MW	OH		
AP00085207	V06914	IAPMO	06/01/10	25.00	MW	OH		
AP00085208	V05607	INGERSOLL, SCOTT	06/01/10	437.50	MW	OH		
AP00085209	V00425	INGRAM DIST GROUP	06/01/10	1,496.95	MW	OH		
AP00085210	V00427	INSTITUTE FOR CAREER RESEARCH	06/01/10	248.75	MW	OH		Payee Name different in Check DB
AP00085211	V06049	JATME, SANDRA	06/01/10	252.35	MW	OH		
AP00085212	V07481	JOE CHAVEZ	06/01/10	88.00	MW	OH		
AP00085213	V07476	JOHN J MODERS CONSTRUCTION	06/01/10	11,224.90	MW	OH		
AP00085214	V04416	JON'S FLAGS & POLES INC	06/01/10	408.90	MW	OH		
AP00085215	V07325	JOSEPH ESCOBEDO	06/01/10	210.00	MW	OH		Payee Name different in Check DB
AP00085216	V00441	JW LOCK CO INC	06/01/10	88.13	MW	OH		
AP00085217	V07083	KANDID GRAPHICS	06/01/10	451.07	MW	OH		
AP00085218	V00451	KELLY PAPER CO	06/01/10	109.35	MW	OH		
AP00085219	V00182	KWART STORE 4281	06/01/10	92.59	MW	OH		
AP00085220	V02741	KYLE, PATRICIA	06/01/10	885.50	MW	OH		
AP00085221	V03576	LA CNTY DEPT OF PUBLIC WORKS	06/01/10	2,773.22	MW	OH		
AP00085222	V05585	LAM, LY CHOU	06/01/10	342.54	MW	OH		
AP00085223	V07017	LARSEN, MICHAEL	06/01/10	46.67	MW	OH		
AP00085224	V00496	LEWIS ENGRAVING INC	06/01/10	133.35	MW	OH		
AP00085225	V03634	LINCOLN EQUIPMENT INC	06/01/10	39.81	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085226	V06959	MCGARD	06/01/10	471.78	MW	OH		
AP00085227	V00539	MCMASER CARR SUPPLY CO	06/01/10	28.22	MW	OH		
AP00085228	V04045	MEDINA, MARIA	06/01/10	173.25	MW	OH		
AP00085229	V07167	MEREDITH DIGITAL	06/01/10	411.56	MW	OH		
AP00085230	V04229	MERRIMAC ENERGY GROUP	06/01/10	23,806.55	MW	OH		
AP00085231	V06517	MISSION FENCE & PATIO BUILDER	06/01/10	8,859.00	MW	OH		
AP00085232	V01240	MISSION LINEN SUPPLY	06/01/10	59.96	MW	OH		
AP00085233	V06687	NEWPORT FARMS INC	06/01/10	379.68	MW	OH		
AP00085234	V00589	NOLLO PRESS	06/01/10	54.45	MW	OH		
AP00085235	V07163	NOTTI, PAMELA SUE	06/01/10	98.00	MW	OH		
AP00085236	V07404	O REILLY AUTO PARTS	06/01/10	7.67	MW	OH		
AP00085237	V01136	OFFICE DEPOT	06/01/10	74.75	MW	OH		
AP00085238	V07018	PARADA, MIGUEL	06/01/10	556.07	MW	OH		
AP00085239	V04971	PARS	06/01/10	384.36	MW	OH		
AP00085240	V01687	PERS	06/01/10	94.32	MW	OH		
AP00085241	V04276	POLLARD SHAIN INC	06/01/10	2,864.62	MW	OH		
AP00085242	V05687	PROFORCE LAW ENFORCEMENT	06/01/10	2,261.78	MW	OH		
AP00085243	V07288	QUALITY IMAGING SUPPLIES INC.	06/01/10	1,007.51	MW	OH		
AP00085244	V05299	RAMOS, VERONICA	06/01/10	869.40	MW	OH		
AP00085245	V00666	RANDOM HOUSE INC	06/01/10	29.63	MW	OH		
AP00085246	V00224	REGENT BOOK CO	06/01/10	49.60	MW	OH		
AP00085247	V06114	REPUBLIC MASTER CHEFS	06/01/10	107.39	MW	OH		
AP00085248	V01254	S & S WORLDWIDE INC	06/01/10	188.52	MW	OH		Payee Name different in Check DB
AP00085249	V07042	SALAZAR, JOEL	06/01/10	78.75	MW	OH		
AP00085250	V00880	SERESINGHE, AJITH	06/01/10	1,350.00	MW	OH		Payee Name different in Check DB



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00085251	V02292	SEVOLD, CHERYL	06/01/10	759.50	MW	OH		
AP00085252	V00727	SMART AND FINAL IRIS CORP	06/01/10	37.23	MW	OH		
AP00085253	V00737	SPARKLETTS	06/01/10	69.93	MW	OH		
AP00085254	V06071	STAPLES BUSINESS ADVANTAGE	06/01/10	109.69	MW	OH		
AP00085255	V00007	STAPLES INC	06/01/10	204.57	MW	OH		
AP00085256	V07188	SYNTECH	06/01/10	108.98	MW	OH		
AP00085257	V00760	TAVANNA	06/01/10	154.35	MW	OH		
AP00085258	V04501	THOMAS, TERRI	06/01/10	1,093.75	MW	OH		
AP00085259	V00765	THREE VALLEYS MUNICIPAL	06/01/10	6,694.56	MW	OH		
AP00085260	V05054	TRIFYTT SPORTS	06/01/10	1,331.00	MW	OH		
AP00085261	V07019	TRUJILLO WORDEN-WEACHAM,	06/01/10	35.00	MW	OH		
AP00085262	V02035	TURNER, LEANNE	06/01/10	126.00	MW	OH		
AP00085263	V00229	US POSTMASTER	06/01/10	893.52	MW	OH		
AP00085264	V00791	VALLEY TROPHY	06/01/10	966.00	MW	OH		
AP00085265	V07356	VAN LEEUWEN, JOACHIM	06/01/10	35.00	MW	OH		
AP00085266	V07403	VERIZON CALIFORNIA	06/01/10	69.99	MW	OH		
AP00085267	V00158	VULCAN MATERIALS COMPANY	06/01/10	562.91	MW	OH		Payee Name different in Check DB
AP00085268	V01119	WARREN DISTRIBUTING INC	06/01/10	362.88	MW	OH		Payee Name different in Check DB
AP00085269	V00831	Y TIRE SALES	06/01/10	111.69	MW	OH		
AP00085270	V05338	YOUNGS	06/01/10	27.79	MW	OH		

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====								
G R A N D T O T A L S:								
=====								
		Total Void Machine Written		0.00		Number of Checks Processed:		1
		Total Void Hand Written		0.00		Number of Checks Processed:		0
		Total Machine Written		150,640.94		Number of Checks Processed:		119
		Total Hand Written		0.00		Number of Checks Processed:		0
		Total Reversals		0.00		Number of Checks Processed:		0
		Total Cancelled Checks		0.00		Number of Checks Processed:		0
		Total EFTs		0.00		Number of EFTs Processed:		0
		G R A N D T O T A L		150,640.94				
=====								

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	TR	Reversed
AP00084346	V07439	FELICIANO, VICTOR	04/19/10	64.35	RV				
GRAND TOTALS:									
Total Void Machine Written				0.00				Number of Checks Processed:	0
Total Void Hand Written				0.00				Number of Checks Processed:	0
Total Machine Written				0.00				Number of Checks Processed:	0
Total Hand Written				0.00				Number of Checks Processed:	0
Total Reversals				64.35				Number of Checks Processed:	1
Total Cancelled Checks				0.00				Number of Checks Processed:	0
Total EFTs				0.00				Number of EFTs Processed:	0
GRAND TOTAL				64.35					

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 3

**STAFF SOURCE:** Kim J. Raney, Chief of Police *KJR*

**ITEM TITLE:** Memorandum of Understanding with Charter Oak Unified School District for a School Resource Officer for 2010-2011 school year.

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**STAFF RECOMMENDATION**

Approve Memorandum of Understanding with Charter Oak Unified School District for a School Resource Officer for the 2010-2011 school year and authorize the City Manager and Chief of Police to execute.

**FISCAL IMPACT**

None.

**BACKGROUND**

The Charter Oak Unified School District has requested the continuation of the School Resource Officer Program at Charter Oak High School for the upcoming school year. This will be the sixteenth year an officer has been assigned to Charter Oak High School. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

This program will continue our partnership with the school, which improves safety on campus and provides a forum for positive interaction between the police and the students. This program provides for an officer at the school full time during the school year. The officer is redeployed to police department duties during school breaks. In the past, Council approved, through the budget process, the staffing of a School Resource Officer at Charter Oak.

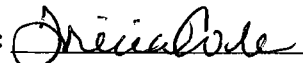
**EXHIBITS**

A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

**REVIEW TEAM ONLY**

City Attorney: 

City Manager: 

(Acting) Finance Director: 

Other: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF COVINA AND CHARTER OAK UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Charter Oak Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Charter Oak High School, commencing on August 30, 2010. This MOU will not extend beyond June 10, 2011.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Charter Oak High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform, however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Charter Oak High School campus. The SRO will coordinate all of his activities with the Principal and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA  
DISTRICT

CHARTER OAK UNIFIED SCHOOL

\_\_\_\_\_  
Daryl Parrish  
City Manager

\_\_\_\_\_  
Clint Harwick  
District Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Kim Raney  
Chief of Police

\_\_\_\_\_  
Robert Cruz  
President, Governing Board

Date \_\_\_\_\_

Date \_\_\_\_\_

## General Memorandum

**Number:** 235 (amended)

**Date:** June 24, 2002

**Subject:** School Resource Officer Program (SRO)

**Purpose:** To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

### **General Provisions:**

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

### **SRO Program Goals**

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

### **SRO Program Implementation**

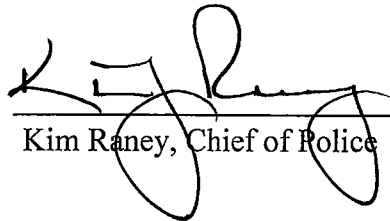
- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

### **SRO Assignment**

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

**SRO Duties and Responsibilities**

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.

  
\_\_\_\_\_  
Kim Raney, Chief of Police

:dq



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 4

**STAFF SOURCE:** Kim J. Raney, Chief of Police *KJR*

**ITEM TITLE:** Memorandum of Understanding with Covina-Valley Unified School District for a School Resource Officer for 2010-2011 school year.

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**STAFF RECOMMENDATION**

Approve Memorandum of Understanding with Covina-Valley Unified School District for a School Resource Officer for the 2010-2011 school year and authorize the City Manager and Chief of Police to execute.

**FISCAL IMPACT**

None.


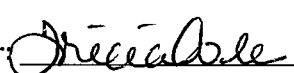

**BACKGROUND**

The Covina-Valley Unified School District has requested the continuation of the School Resource Officer Program at Northview and Covina High Schools for the upcoming school year. This will be the ninth year an officer has been assigned to these campuses. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

The SRO program at these two schools will continue our partnership with the schools, which improves safety on the campuses and provides a forum for positive interaction between the police and the students. This program provides an officer, shared between the two schools, full time during the school year. The officer is redeployed to police department duties during school breaks.

**EXHIBITS**

A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF COVINA AND COVINA-VALLEY UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Covina-Valley Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Covina High School and Northview High School, commencing on August 30, 2010. This MOU will not extend beyond June 9, 2011.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Covina High School and Northview High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform, however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Covina High School and Northview High School campuses. The SRO will coordinate all of his activities with the Principal's and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

## EXHIBIT A

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

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Daryl Parrish  
City Manager

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Dr. Catherine Nichols  
District Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

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Kim Raney  
Chief of Police

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Dr. Mary L. Hanes  
President, Governing Board

Date \_\_\_\_\_

Date \_\_\_\_\_

# General Memorandum

**Number:** 235 (amended)

**Date:** June 24, 2002

**Subject:** School Resource Officer Program (SRO)

**Purpose:** To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

## General Provisions:

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

## SRO Program Goals

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

## SRO Program Implementation

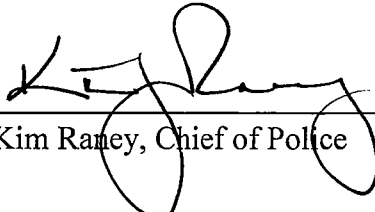
- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

## SRO Assignment

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

**SRO Duties and Responsibilities**

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.

  
\_\_\_\_\_  
Kim Ramey, Chief of Police

:dq

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 5

**STAFF SOURCE:** Kim J. Raney, Chief of Police *KJR*

**ITEM TITLE:** Memorandum of Understanding with Azusa Unified School District for a School Resource Officer for 2010-2011 school year.

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**STAFF RECOMMENDATION**

Approve Memorandum of Understanding with Azusa Unified School District for a School Resource Officer for the 2010-2011 school year and authorize the City Manager and Chief of Police to execute.

**FISCAL IMPACT**

None.

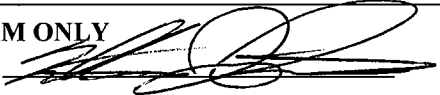


**BACKGROUND**

The Azusa Unified School District has requested the continuation of the School Resource Officer Program at Gladstone High School for the upcoming school year. This will be the twelfth year an officer has been assigned to Gladstone High School. Administrators report that this program continues to be highly successful and is instrumental in ensuring campus safety.

This program will continue our partnership with the school, which improves safety on campus and provides a forum for positive interaction between the police and the students. This program provides for an officer at the school full time during the school year. The officer is redeployed to police department duties during school breaks. In the past, Council approved, through the budget process, the staffing of a School Resource Officer at Gladstone.

**EXHIBITS**

- A. Memorandum of Understanding, including Police Department's School Resource Officer Policy (GM#235).

<p><b>REVIEW TEAM ONLY</b></p> <p>City Attorney: </p> <p>City Manager: </p>	<p>(Acting) Finance Director: </p> <p>Other: _____</p>
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**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF COVINA AND AZUSA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by the City of Covina (City) and Azusa Unified School District (District) for the purpose of providing a School Resource Officer (SRO) to Gladstone High School, commencing on August 31, 2010. This MOU will not extend beyond June 17, 2011.

It is mutually agreed that the Covina Police Department (Department) will provide a sworn law enforcement officer to Gladstone High School to act as a School Resource Officer (SRO). This officer will be selected by the Chief of Police and will act first and foremost as a law enforcement officer. The officer may be required to perform duties as the Principal or his/her staff designate within the parameters of Police Department General Memo #235. A copy of this memo is attached. Any conflicts in interpretation of the SRO's duties and responsibilities should be resolved jointly between the Principal and the Chief of Police. Where conflict resolution is not possible, the Chief of Police will retain the authority for the final decision.

The SRO will remain an employee of Covina Police Department with all rights, benefits, and privileges thereto. As the employer of the SRO, the Covina Police Department will provide Workers' Compensation Insurance for the SRO. Covina Police Department will pay the SRO's salary (including benefits). The District will be billed 100% of the assigned officer's actual wage, plus benefits, on an hour-by-hour basis for the time assigned to the District. The Department will bill the District for these costs on a monthly basis.

The SRO will ordinarily be attired in a police uniform; however, will work on occasion in plain clothes. The SRO will work four (4) days a week, ten (10) hours a day, and will be assigned to the Gladstone High School campus. The SRO will coordinate all of his activities with the Principal and concerned staff members, and will seek permission, guidance, and advice prior to enacting any program within the school.

While on District property, the SRO will follow all policies, rules and regulations of the District and the laws set forth in the California Education Code.

The District agrees to protect, hold harmless, defend, and indemnify the City, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or damages of any nature whatsoever, including attorney fees arising out of or in any way connected with performance of the MOU.

The City agrees to protect, hold harmless, defend, and indemnify the District, employees, officers, agents, and volunteers from any and all loss, claims, liabilities, expenses or

## EXHIBIT A

damages of any nature whatsoever, including attorney fees arising out of or in any way connected with the performance of the MOU.

This MOU is the final and entire agreement between the Parties. All agreements of the Parties with respect to the subject matter hereof are in writing and supersede all prior written and oral agreements and understandings. This Agreement cannot be modified except by a written document signed by both of the Parties. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated Agreement.

The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Superior Court of California located in the County of Los Angeles, State of California.

I have read and understand this Memorandum of Understanding and the information contained in General Memo #235.

CITY OF COVINA

AZUSA UNIFIED SCHOOL DISTRICT

---

Daryl Parrish  
City Manager

---

Cynthia Cervantes McGuire  
District Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

---

Kim Raney  
Chief of Police

---

Barbara R. Dickerson  
President, Governing Board

Date \_\_\_\_\_

Date \_\_\_\_\_



# General Memorandum

**Number:** 235 (amended)

**Date:** June 24, 2002

**Subject:** School Resource Officer Program (SRO)

**Purpose:** To establish an atmosphere of communication and cooperation between Charter Oak Unified School District, Azusa Unified School District, Covina-Valley Unified School District and the Covina Police Department.

## **General Provisions:**

The SRO will work in a proactive role with students to counsel and advise them on important student-police issues, as well as working on campus on a daily basis in order to reduce and prevent criminal activity.

## **SRO Program Goals**

- A. To support a partnership between the police and schools to ensure a safe atmosphere for students and staff.
- B. To develop greater understanding between the police and students to bridge support between both.
- C. To balance enforcement needs and create support and confidence in the police department between school staff and students.

## **SRO Program Implementation**

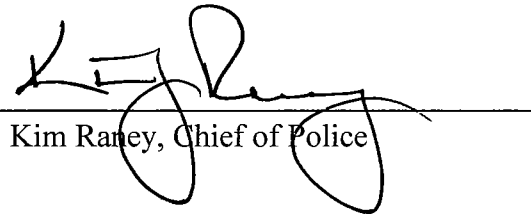
- A. The SRO Program was implemented February 1, 1994 in the Charter Oak Unified School District. On September 2, 1997, this program was expanded to include Gladstone High School of the Azusa Unified School District. Effective September 3, 2002, this program will be expanded to include Covina-Valley Unified School District. The SRO Program will remain in effect indefinitely. The officers selected for duty as a SRO will remain in patrol and receive an additional 5% Special Assignment Pay Bonus. The SRO's will report to the Day Shift Watch Commander.

## **SRO Assignment**

- A. The SRO's will work primarily Monday-Thursday or Tuesday-Friday from 0700-1700 hours. This schedule remains flexible according to need, but is expected at minimum that the SRO's will periodically adjust their schedule to ensure our presence on the fifth weekday.
- B. Minimum staffing will not be affected by this assignment, and overtime will only be used as necessary to ensure proper coverage.
- C. Clothing will be either police uniform and plain clothes, depending on the schedule for the day.

**SRO Duties and Responsibilities**

- A. Act as an effective liaison between the schools and the Covina Police Department.
- B. Maintain a high visibility presence in order to deter crime and allow easy availability for students who wish to make contact.
- C. Act as counselor and advisor to students who are in need of guidance.
- D. Teach short courses for students in areas such as explanation of law, police procedures, drug abuse and family violence.
- E. Conduct workshops for teachers in areas such as gang awareness, drug usage, and juvenile law.
- F. Address school assemblies and be involved in programs of an educational nature.
- G. Take action to apprehend persons responsible when criminal activity occurs on campus.
- H. Assist in and attend meetings of the School Attendance Review Board (S.A.R.B.).
- I. To provide innovative programs to enhance support and cooperation with the school in a mutual effort to create a better school environment.
- J. Officers are expected to adjust their schedules, from time to time, for assignments at schools sports events.




Kim Raney, Chief of Police

:dq

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 6

**STAFF SOURCE:** Kim Raney, Chief of Police   
John Curley, Police Lieutenant  
Gregg Peterson, Police Sergeant

**ITEM TITLE:** Inmate Phone Services Agreement for jail inmate telephone services.

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**STAFF RECOMMENDATION:**

Approve agreement between Inmate Phone Services and the City for jail inmate telephone services and authorize the City Manager to execute.

**FISCAL IMPACT:**

There is no impact to the General Fund. Revenue from Inmate Phone Services will be deposited into account 2178-1150-00-43121 and will be used for unanticipated Police Department equipment, supplies, jail maintenance and improvements.

**BACKGROUND:**

In December of 2006, Council approved an agreement between Inmate Communications Corporation and the City for jail inmate telephone services. During the past year, the service provided by Inmate Communications Corporation has not been satisfactory and notification has been made that their services are no longer required.

Inmate Phone Services is another company that will provide the same services without the excessive collect call fees. They will install telephones in the Covina Police Department jail cells so that inmates can make collect telephone calls at times that can be regulated by Police Jailers and Investigators. Only collect telephone calls can be made from these telephones. The telephones are restricted so that incoming calls cannot be received. Specific telephone numbers can be blocked to prevent inmates from calling certain parties (i.e. victims, witnesses, etc.). The telephones are of heavy duty steel construction and would be securely fastened to the walls of the jail cells. The handset cables are only inches in length to protect inmates from harming themselves or others. All hardware, installation, and maintenance of the telephone system will be provided at no cost to the City. On a monthly basis, the Inmate Phone Services will provide the City a payment of 40% of the gross billable calls made from the inmate telephones.

**EXHIBITS:**

- A. Inmate Phone Services Agreement
- B. Copy of termination letter to Inmate Communications Corporation

**REVIEW TEAM ONLY**

City Attorney:  (Acting) Finance Director: 

City Manager:  Other: \_\_\_\_\_

# INMATE PHONE SERVICES

EXHIBIT A

## Inmate Operator Service Subscriber Agreement

### CONTRACT BETWEEN COVINA POLICE DEPARTMENT AND INMATE PHONE SERVICES

This Inmate Operator Services Subscriber Agreement (the "Agreement") is made this 7<sup>th</sup> day of July 2010, by and between Inmate Phone Services (Provider), having its principal place of business at 26500 Agoura #446, Calabasas, CA 91302 and the Covina Police Department (Subscriber), having its principal place of business at:

Address: 444 North Citrus Avenue

City, State & Zip code: Covina, CA 91723-2065

Contact: GREGG PETERSON

Phone Number: 626-384-5612

Fax Number: 626-384-5629 Email address: gpeterson@covina.ca.gov

Federal Tax ID or SS#: \_\_\_\_\_

### WITNESSETH

Whereas, the Facility is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of all buildings, grounds, property and matters connected with the Facility. Whereas, the Provider is a qualified and willing participant with the Facility to provide inmate telephone services; In consideration of the mutual benefits to be derived hereby, the Facility and the Provider do hereby agree as follows:

#### **I. CONTRACT TERM AND RENEWAL**

##### **(A). Contract Term**

This Contract shall begin on the date on which it is signed by both parties, and shall end one (1) year from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

##### **(B). Contract Renewal**

The Facility has the option to renew this Contract for additional two (2) year period after the Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. The Facility, if it chooses to exercise its renewal options, will provide written notice to the Provider no later than ninety, (90) days prior to the Contract expiration date. Inmate Phone Services will be responsible to notify the Facility (100) days prior to the Contract expiration date.

##### **(C). Opt Out Period**

The Subscriber has the option to opt out of the initial one (1) year term of this contract without cause by giving Provider notice of their intent to "Opt Out" anytime up to the 90<sup>th</sup> day after installation. Provider agrees to leave their equipment in place until Subscriber is ready to install replacement equipment from their incoming vendor.

#### **II. SCOPE OF SERVICE**

##### **(A). Services to be provided**

The Provider shall provide a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS system shall be inclusive of all equipment,

installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Facility's requirements set forth in Request for Proposal and/or Proposal.

(B). Rules and Regulations

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the Contract.
2. The Provider shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Facility.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Facility's Local Contract Coordinator – Operations and at no cost to the Facility.

(C). Provider's Responsibilities

**The Provider shall provide the following at no cost to the Facility:**

1. A comprehensive inmate telephone service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service;
2. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality;
3. Installation of new telephone instruments (equipment) at all included facilities including the required number of instruments and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
5. Creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include ITS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery. Response time to maintenance/repair requests **will be no more than 12 hours**;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Facility staff; and
9. Provision of all related support services not otherwise indicated herein.

(D). Installation Requirements

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing

station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost to the Facility. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Facility. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the Facility's security guidelines on institutional and facility security policies. Violations of these rules could result in termination of the Contract. Prior to beginning work at an institution, the Provider shall contact the institution to obtain a copy of any specific additional institutional or facility rules. The Provider shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract. The Provider shall provide and install required surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable. The Provider shall provide and install required lightning protection equipment on all network services supplied for the ITS.

(E). Inmate Telephone System Functionality (General)

The Provider shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Facility's system security requirements. The inmate telephone system shall contain security features, which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. The system shall allow for the Facility to program times when the system will be operational, i.e., available or unavailable for inmate calls. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. During the call set-up process, the system shall provide a pre-recorded announcement identifying that the collect call is coming from a jail, stating rate information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls." The system shall have the capability to be deactivated (shut down), by Facility or Provider staff, quickly and selectively, at an individual facility, partial facility (single cell) or on a global basis and to restrict all access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Facility's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record".

(F). Telephone Service Equipment Requirements

Throughout the term of the Contract, the Provider shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Facility.

(G). Equipment Service & Maintenance Requirements

The Provider shall provide equipment to support service delivery as specified herein at all designated facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the Facility shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the Provider shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Facility including payment for any fines or penalties associated therewith. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as

required by the facility within 24 hours of notification to the Provider to return the system to normal operating status. In the event of extraordinary obstacles to service for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Facility by the Provider. **EXHIBIT /**

### **III. COMPENSATION**

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

The Provider shall pay to the Facility each month a **40%** commission of gross revenues received from this contract. The Provider shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges. The Facility shall be provided along with each monthly commission payment a statement indicating a breakdown of fees, revenues and call times.

### **IV. TERMINATION**

#### **(A). Termination**

If a breach of this Contract occurs by the Provider, the Facility may, by written notice to the Provider, terminate this Contract upon thirty, (30) day notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **(B). Indemnification**

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

#### **(C). Provider's Insurance**

Inmate Phone Services shall maintain comprehensive general liability insurance having limits of not less than \$1,000,000.00 in the aggregate. Customer shall provide Inmate Phone Services with reasonable and timely written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the utilization of Equipment or related services. Inmate Phone Services shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. Customer shall not compromise or settle any claim or cause of action arising out of related to the utilization of Equipment or related services without the prior written consent of Inmate Phone Services. Customer agrees to use good faith efforts to assist Inmate Phone Services with its defense of any such claim, demand, or cause of action.

#### **(D). Assignment**

The Provider shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Facility's Contract Manager.

#### **(E). Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**(F). Severability**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

**(G). Conflict of Interest**

The Provider shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Facility for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Provider. No officer, agent, or employee of the Facility shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Facility.

**(H). Governing Law and Venue**

This Contract is executed and entered into in the State of California, and shall be construed, perform and enforced in all respects in accordance with the laws, rules and regulations of the State of California. Any action hereon or in connection herewith shall be brought in Los Angeles County California.

**(I). No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

**(J). Exclusivity**

During the term of this contract, SUBSCRIBER agrees to grant Provider exclusive rights to install and maintain an Inmate Telecommunications System for facilities owned, operated or governed by SUBSCRIBER.

**INMATE PHONE SERVICES:****CUSTOMER:**


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 Signature

---

 Signature

---

 Print Name

---

 Print Name

---

 Date

---

 Date



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

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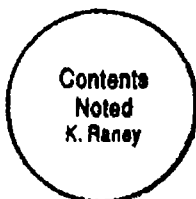
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William J. Priest  
(213) 617-8100  
William.Priest@bbklaw.com



June 1, 2010

**SENT BY CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Stephen A. Edwards, President  
Inmate Communications Corporation  
7107 Valjean Avenue  
Van Nuys, California 91406

Re: Termination of City of Covina Jail Inmate Phone Vending Agreement  
Due to Repeated Payment Delinquency

Dear Mr. Edwards:

This Office represents the City of Covina as its City Attorney. Recall that on August 19, 2009 we sent you a payment demand letter indicating that Inmate Communications Corporation (ICC) was 8 months delinquent in "Section 3" payments required under the Agreement referenced above. Section 3 of the Agreement requires your company to remit, within 30 days following the end of each calendar month, 38% of the Monthly Gross Billable Revenue generated from the use of the telephones at the Covina City Jail.

On September 14, 2009, you responded by promising to make all payments current. You also indicated that ICC was undergoing internal changes but was "now in a position to fully live up to our commitments to the City". Shortly thereafter, we received confirmation from the City that all delinquencies had been paid.

Unfortunately, we have received word from the City that ICC is, once again, delinquent in its "Section 3" payments. The City received late payment for February on May 3, and has yet to receive payments for March or April. Further, we understand that other payments since October, 2009 have also been sent approximately two months late. Needless to say, it is clear to the City that ICC is not able to live up to its commitments under the Agreement.

**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Inmate Communications Corporation  
June 1, 2010  
Page 2

Therefore, pursuant to Section 9 of the Agreement, the City hereby notifies you that it is terminating the Agreement with ICC prior to expiration of the term, effective July 1, 2010. To put it simply, these payment delinquencies have become a recurring problem that ICC seems unable to address, despite its promises to the contrary. The City has therefore decided that it cannot allow this situation to continue and is terminating its relationship with ICC.

Please feel free to contact either myself or Sgt. Peterson, Covina Police Department ((626) 384-4240) with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'William J. Priest', with a long horizontal flourish extending to the right.

William J. Priest  
of BEST BEST & KRIEGER LLP  
Assistant City Attorney  
City of Covina

WJP

cc: Daryl Parrish, City Manager  
Kim Raney, Chief of Police  
Edward W. Lee, City Attorney  
Sgt. Gregg Peterson, Covina Police Department

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 7

**STAFF SOURCE:** Kim Raney, Chief of Police *KE*

**ITEM TITLE:** Resolution opposing the passage of Proposition 19, The Marijuana Legalization Initiative

---

**STAFF RECOMMENDATION:**

Adopt **Resolution No. 10-6860**, opposing the passage of Proposition 19, the Marijuana Legalization Initiative that will be on the November 2010 statewide ballot.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On November 2, 2010 Proposition 19, the Marijuana Legalization Initiative, will appear on the statewide ballot. If passed by the voters of California, this initiative would allow adults 21 years and older to possess, cultivate, or transport cannabis for personal use. A property owner, lawful occupant, or other lawful resident or guest may plant marijuana, for personal consumption only, in an area not more than twenty-five square feet per private residence, or in the absence of any residence, the entire parcel. Local zoning ordinance will be superseded by this initiative in regards to marijuana cultivation.

Passage of this Proposition will impact the City of Covina. As an employer, the City will no longer be able to screen job applicants for marijuana use; regulate any employee conduct related to the use, transportation or cultivation of marijuana unless the City can prove job impairment; or choose to maintain a drug-free workplace consistent with federal law. Covina will no longer be able to comply with the Federal Drug Free Work Place Act of 1988, and will no longer be eligible for federal government grants in excess of \$100,000.

The Proposition does not provide any regulatory framework for the cultivation, transportation, distribution, and sale of marijuana. Those responsibilities will be left to the state's 478 cities and counties to individually draft separate regulations. This will likely result in chaos throughout the State.

This Proposition is opposed by Mothers Against Drunk Driving (MADD), along with every major state and national anti-drug abuse organization, the California District Attorneys Association, the California Chamber of Commerce, the California Bus Association, the California Police Chiefs Association and dozens of other civic, community and public safety organizations.

**EXHIBITS:**

- A. Los Angeles County District Attorney Steve Cooley's analysis of Proposition 19
- B. Resolution No. 10-6860

**REVIEW TEAM ONLY**

City Attorney: \_\_\_\_\_

City Manager: \_\_\_\_\_

(Acting)

Finance Director: \_\_\_\_\_

Other: \_\_\_\_\_



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

---

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

April 19, 2010

**RE: INITIATIVE MEASURE 09-0024**

Dear Recipient:

I fully intend to inform the public of the dangers of this incredibly poorly written initiative.

I look forward to joining with many others in the fight against this initiative. I have every hope that the Attorney General will disallow the initiative's title and prepare an accurate summary. We need to work hard to defeat this fraud against the public.

Very truly yours,

A handwritten signature in cursive script that reads "Steve Cooley".

STEVE COOLEY  
District Attorney

Attachment

ss



**STEVE COOLEY**  
**LOS ANGELES COUNTY DISTRICT ATTORNEY**

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
 210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

April 13, 2010

Honorable Edmund G. Brown, Jr.  
 Attorney General of the State of California  
 1300 I Street  
 Sacramento, California 95814

Dear Honorable Brown:

**The Title and Summary of Initiative Measure 09-0024  
 Are Misleading and Will Confuse Voters**

Initiative Measure 09-0024, "The Regulate, Control and Tax Cannabis Act of 2010" (hereafter "the Act"), impermissibly and unfairly misleads the public into believing that the Act accomplishes what its title denotes, namely, that it regulates, controls, and taxes cannabis. Quite to the contrary, the Act provides no framework for accomplishing these feats, but instead, delegates unfettered regulatory and enforcement responsibilities to local city and county governments. In addition to the Act's failure to build a statewide regulatory system, it is internally inconsistent; contains provisions that will limit the rights of property owners and employers; bars the State of California from taxing cannabis; and will conflict with the Federal Drug-Free Workplace Act of 1988 (hereafter "DFWA"), thereby precluding businesses from receiving billions of dollars in federal funding.

Further, the summary suggests that state and local governments will reap major tax and other fiscal benefits. This is simply not the case. The title of Initiative Measure 09-0024 inaccurately and deceptively masks the initiative's real effects. I ask that you reject the proposed Title and Summary.

"The Regulate, Control and Tax Cannabis Act of 2010" allows local governments to "adopt ordinances, regulations, or other acts having the force of law to control, license, regulate, permit or otherwise authorize . . . cultivation, processing, distribution, . . . transportation, sale and possession for sale of cannabis and delegate regulatory responsibilities to local governments (§ 11301).

While local governments may impose taxes and fees on cannabis-related activities, the state government would be precluded from imposing any cannabis specific tax or fee (§ 11302).

Honorable Edmund G. Brown, Jr.  
 Page Two  
 April 13, 2010

**A. The Act does not Control Cannabis**

In relevant part, the Act's nonbinding preamble provides that the Act is intended to accomplish the following:

Reform California's cannabis law in a way that will benefit the state[;]  
 Regulate cannabis like [California law regulates] alcohol[;] Implement a  
 legal regulatory framework to give California more control over  
 cultivation, processing, transportation, distribution, and sale of cannabis[;]  
 . . . Ensure that if a city decides it does want to tax and regulate the buying  
 and selling of cannabis . . . that a strictly controlled legal system is  
 implemented to oversee and regulate cultivation, distribution, and sales . . .  
 .[;] Tax and regulate cannabis to generate billions of dollars for our state  
 and local governments . . . [;] [and to] [a]llow the Legislature to adopt a  
 statewide regulatory system for a commercial cannabis industry. (The Act,  
 Section 2(B).)

The Act itself is completely at odds with the idea that it provides regulatory framework giving "California more control over [the] cultivation, processing, transportation, distribution, and sale of cannabis," (The Act, section 2(B)(3).) The Act creates no regulatory framework whatsoever as such responsibilities are delegated to the state's 478 cities and 58 counties. This local government "figure it out" approach creates confusion and misunderstanding, and actually limits state control over marijuana-related activities.

Moreover, this approach in no way "regulate[s] cannabis like alcohol." Alcohol is controlled by the extensive legal framework set forth in article XX, section 22 of the California Constitution and the Alcohol Beverage and Control Act (Bus. & Prof. Code, § 2300, et seq.). Under this framework, the state has "the exclusive right and power to license and regulate . . . alcoholic beverages within the State." (Cal. Const., Art XX, § 22.) Furthermore, it establishes the Department of Alcoholic Beverage Control (hereafter ABC) which is responsible for investigating and enforcing the provisions of the Alcohol Beverage and Control Act.

Thus, the Act's deference to local authorities regarding marijuana regulation is nothing like how alcohol is controlled in California. Furthermore, forcing local governments to promulgate comprehensive cannabis-related regulations will not only unduly burden local governments, but is also certain to lead to a chaotic and confusing result.

Honorable Edmund G. Brown, Jr.  
 Page Three  
 April 13, 2010

**B. The Act Deregulates and Eliminates Government Control of Cannabis**

Despite the Title's reference to regulating cannabis, the Act is deregulatory in nature. Proposed section 11300 provides that a lawful occupant, lawful resident or guest may cultivate cannabis on private property for personal consumption. (§ 11300(a)(ii).) However, the area of cultivation may not exceed twenty-five square feet per private residence or, in the absence of any residence, the parcel. (§ 11300(a)(ii).) The Act defines "residence" as a "dwelling or structure, whether permanent or temporary, on private or public property, intended for occupation by a person . . . for residential purposes." (§ 11304(d).)

Thus, the Act and more specifically the aforementioned provisions, do not limit or regulate cannabis cultivation but instead create an absolute right to cultivate marijuana on private property, and more troubling, creates the possibility that cultivation may in some circumstances be done on public lands. Further complicating matters, the proposal is ambiguous as to whether a property owner maintains the right to prohibit cultivation on his own land. Proposed section 11300, subsection (a), provides that "[c]ultivation on leased or rented property may be subject to approval from the owner of the property." (§ 11300(a)(ii).) This provision does not state "shall be subject to approval," and therefore, is unclear as to who determines if property owner approval is required.

In light of the foregoing, Initiative Measure 09-0024 does not control or regulate cannabis. It merely permits certain behavior associated with cannabis while preventing state or local control over such behavior. For example, state or local governments may not prevent cannabis cultivation on private property. Additionally, the Act lacks clarity as to whether a property owner may even prevent a land occupier, or even a "guests," from cultivating on the owner's property.

**C. The Act Does Not Permit the State of California to Tax Marijuana**

The proposed Title's reference to taxing cannabis will mislead the public into believing that the Act authorizes a state marijuana tax.

Proposed section 11302, entitled "Imposition and Collection of Taxes and Fees," permits local governments to tax cannabis-related activities in order to "raise revenue . . . or [] recoup any direct or indirect costs associated with the . . . activities permitted" by the Act. (§ 11302(a).) However, proposed section 11302, subsection (b), prohibits any marijuana-specific state tax. The proposal provides that:

[a]ny licensed premises shall be responsible for paying all federal, state and local taxes, fees, fines, penalties, or other financial responsibilities imposed on all or similarly situated businesses, facilities or premises . . . .



Honorable Edmund G. Brown, Jr.  
 Page Four  
 April 13, 2010

(§ 11302(b).) As such, the Act not only assigns the impossible task of devising a marijuana-related regulatory scheme to local governments, but the only tax benefit to the citizenry of the state will come in the form of local taxes meant to “recoup” costs associated with the newly legalized activities. This limited tax role is not apparent from the title of the Act as the Title implies, and the Act’s preamble explicitly provides, that the initiative is intended to tax and regulate cannabis to generate billions of dollars for our *state government* as well. (The Act, section 2(B)(9).)

**D. The Act Will Cost the State Billions in Federal Funding While Limiting Employers’ Rights to Maintain a Safe and Drug-Free Workplace**

The proposed Title of Initiative Measure 09-0024 incorrectly implies that California will benefit financially from its passage. Proposed section 11304, subsection (c), provides that:

No person shall be punished, fined, discriminated against, or be denied any right or privilege for lawfully engaging in any conduct permitted by this Act or authorized pursuant to Section 11301 of this Act. Provided however, that the existing right of an employer to address consumption that actually impairs job performance by an employee shall not be affected.

(§ 11304(c).) Since this provision protects all “conduct permitted by [the] Act,” a California employer will no longer be able to: screen job applicants for marijuana use; regulate any employee conduct related to the use, transportation, or cultivation of marijuana, unless the employer can prove job impairment; or choose to maintain a drug-free workplace consistent with federal law. Unlike the Act’s preamble, which provides that the “Act is not intended to affect . . . controlled substances in the workplace or by specific persons whose jobs involve public safety,” the language of Section 11304(c) is devoid of any such limitation.

Furthermore, limiting an employer in this fashion will have devastating economic effects on California. The Federal Drug-Free Workplace Act of 1988 requires that all employers who receive government grants and contracts greater than \$100,000 maintain a drug-free workplace. (41 U.S.C. §§ 701-707.) Since proposed section 11304, subsection (c), would require grant recipients to violate the DFWA, it would preclude certain businesses, research institutions, and state and local governments from obtaining billions in federal funding. Additionally, proposed section 11304, subsection (c), would require employers to violate several federal mandates. For example, the U.S. Department of Transportation requires persons who operate airplanes, locomotives, trucks and buses to be removed from their respective jobs if they test positive for any narcotic.

Honorable Edmund G. Brown, Jr.

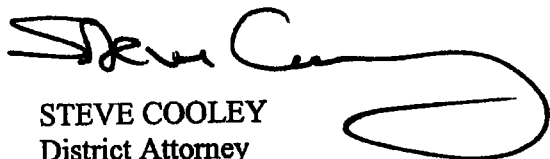
Page Five

April 13, 2010

Therefore, the implication drawn from the proposed Title of Initiative Measure 09-0024, that California will benefit financially from its passage, is wrong and highly misleading.

The Title of Initiative Measure 09-0024 states that the Act will regulate, control, and tax cannabis. Instead, the proposal legalizes certain marijuana-related activities and entrusts the design, implementation, and enforcement of such regulations to overburdened local governments. The initiative also creates the implication that the state will benefit from taxing cannabis which is misleading and wrong. The Act explicitly prohibits a state marijuana tax and would deprive California of billions of dollars in federal funding because the Act requires employers to violate the federal DFWA. For all of these reasons, the Title and Summary of 09-0024 should not be approved.

Very truly yours,

  
STEVE COOLEY  
District Attorney

c: James Humes, Chief Deputy Attorney General  
Krystal Paris, Initiative Coordinator

**RESOLUTION NO. 10-6860**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OPPOSING THE  
PASSAGE OF PROPOSITION 19, THE MARIJUANA LEGALIZATION  
INITIATIVE THAT WILL BE ON THE NOVEMBER 2010 STATEWIDE  
BALLOT.**

**WHEREAS**, this initiative will prevent private and public employers from complying with federal drug-free workplace rules, resulting in the loss of millions of dollars in federal contracts for California businesses, as well as the loss of federal research grants by California colleges and universities; and

**WHEREAS**, this measure prevents employers from taking any disciplinary action against employees that come to work under the influence of marijuana; and

**WHEREAS**, this initiative allows commercial truck drivers, public transportation operators, doctors, nurses, heavy equipment operators, bus drivers, police officers, and others upon whom the safety of the public depends, to be under the influence of marijuana while performing their jobs; and

**WHEREAS**, provisions of this measure will threaten public safety and endanger thousands of innocent Californians through increased “drugged driving”; and

**WHEREAS**, this initiative is opposed by Mothers against Drunk Driving, California Bus Association, California District Attorneys Association, the California Police Chiefs Association and the California Chamber of Commerce.

**NOW, THEREFORE BE IT RESOLVED** that the City Manager of the City of Covina oppose the November 2010 ballot measure to legalize marijuana in California.

PASSED, APPROVED AND ADOPTED on this 20th day of July, 2010.

CITY OF COVINA

---

Peggy Delach, Mayor

ATTEST:

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Rosalia A. Conde, CMC  
Deputy City Clerk

APPROVED AS TO FORM:

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Edward W. Lee, City Attorney

# **CITY OF COVINA**

## **AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 8

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Paul Hertz, Public Works Superintendent



**ITEM TITLE:** Renewal of a Beautification Program Agreement with LA Works

---

### **STAFF RECOMMENDATION**

Renew a Beautification Program with LA Works in the amount of \$57,087 and authorize the City Manager to execute the necessary agreement.

### **FISCAL IMPACT**

Funds for the program are currently allocated within Account No. 1010-2200-00-52330 of the approved Fiscal Year 2010-2011 budget.

### **BACKGROUND**

LA Works is a Los Angeles County WorkSource Center that provides a comprehensive system of training, placement, and career planning services for job seekers, businesses and at-risk youth throughout Southern California, with funding provided by the Los Angeles County Workforce Investment Board. The City has an on-going working relationship with LA Works, whereby LA Works has funded temporary positions within the City departments for program participants to gain on-the-job training, mentoring, and work experience while performing service to the community.

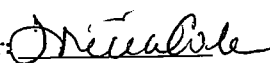
In addition to the partnering detailed above, LA Works has also provided a fully self-contained field crew specifically to address the City's needs related to tree maintenance such as weeding tree wells, minor tree trimming, debris clean-up, and other related activities. This program has been mutually beneficial for both the City and LA Works therefore both the Public Works Department and LA Works are desirous of continuing the program by renewing the recently expired contract. As proposed, the City would cover the operational costs of a vehicle leased by LA Works, uniforms, tools, and administrative costs; while LA Works would fund all personnel costs for a crew supervisor and 4 crew members. Therefore, the City's investment of \$58,823 would leverage over \$96,000 of personnel costs and provide a 5-member field crew dedicated to the city's street tree needs for 190 operational days. This is substantially below the cost of providing similar service through the City's current landscape contractors. The restriction of the contract to 190 days is a result of the fund source available to LA Works.


### **EXHIBITS**

A. Proposed Program Budget

**REVIEW TEAM ONLY**

City Attorney: 

(Acting)  
Finance Director: 

City Manager: 

Other: \_\_\_\_\_

City of Covina  
Proposed Budget  
10-11

<b>Estimated Cost for period July 1, 2010 to June 30, 2011</b>					
<b>Cost Reimbursement for full-time crew</b>					
<b>City of Covina</b>					
					<b>at 190 days</b>
Direct Personnel Costs			<b>Rate/ Hour</b>		<b>Annual Cost</b>
Salary Crew Supervisor I (step 5)	Coccia		17.80	\$	27,062
Fringe -Health, dental, life ins, PERS, Disability Ins,Workers Comp,SUI,SDI.			5.14	\$	10,688
Participants - 4 crew members			8.00	\$	48,640
FICA and Workers Comp.			4.73	\$	9,842
<b>Total Direct Personnel Costs</b>				<b>\$</b>	<b>96,231</b>
<b>Operational Costs</b>					
Vehicle	Purchased by LAW-financed 3 yrs.			\$	9,972
	Insurance			\$	2,680
	Operating (inc. Maint and Gas)			\$	6,164
Program	Uniforms & Tools			\$	3,542
Admin	5% increase			\$	36,464
<b>Total Operational Costs</b>				<b>\$</b>	<b>58,823</b>
<b>Total Cost</b>				<b>\$</b>	<b>155,054</b>
<b>Subsidized by LA Works</b>				<b>\$</b>	<b>(96,231)</b>
<b>Cost to the City</b>			37.94%	<b>\$</b>	<b>58,823</b>

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 9

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Kalieh Honish, Assistant Director of Public Works  
Paul Hertz, Public Works Superintendent



**ITEM TITLE:** Public Works Department Monthly Activity Report

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**STAFF RECOMMENDATION**

Receive and file the Public Works Department Monthly Activity Report.

**FISCAL IMPACT**

This report is informational only and has no budgetary impact.

**BACKGROUND**

Attached for the City Council's review and information are the Public Works Department's Monthly Activity Report for June.

In conjunction with the implementation of a revised Zone Maintenance Program in 2007, the Department implemented a renewed focus on Key Performance Indexing (KPI). KPI is a useful tool for developing a measurement system of organizational effectiveness by identifying activities important to the community and tracking their output over time.

During June, the following trends were noted:

- Service levels for Central Equipment, Environmental Services and the Water Utility Division are generally on par with their historical operational levels
- Engineering Inspection activities maintained a lower level of overall activity due to the Construction Inspector's time being occupied by several major utility improvement projects
- Sign maintenance in the Street Division continues a high activity level primarily due to graffiti damage
- Building Maintenance activities rebounded with the return of one part-time employee but remain slightly lower than normal due to a position vacancy
- While not a trend, the issuance of composting bins spiked with the completion of a backyard composting workshop performed in conjunction with L.A. County. Composting bins are only issued to residents that have completed a training workshop for their use

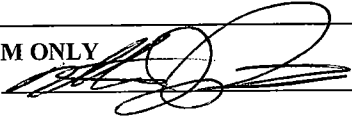
**EXHIBITS**

A. Public Works Department Monthly Activity Report – June 2010



REVIEW TEAM ONLY

City Attorney:



Acting  
Finance Director:



City Manager:



Other:

\_\_\_\_\_

**CITY OF COVINA**  
**PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT**  
**JUNE 2010**

<b>DIVISION</b>	<b>ACTIVITY</b>	<b>QUANTITY</b>
<b>Water Utility</b>	Meter reads	5,485
	Meter replacements	15
	Consumer responses	365
	Backflow tests	14
	Flushed blow-offs	12
	Service line repair/replace	5
	Main line repair/replace	9
	Fire hydrant repair/replace	3
	Isolation valves exercised	58
	Emergency call outs	5
<b>Equipment Maintenance</b>	Preventative Maintenance service	44
	Safety inspections	43
	Daily demand repairs	77
	Tire repairs	22
	Emergency call outs	5
<b>Street Maintenance</b>	Traffic sign remove/replace/install	86
	Potholes repaired	16
	Curb and gutter remove/replace (LF)	0
	Sidewalk remove/replace (SF)	0
	Curb painted (LF)	200
	Stop and Bars repainted	0
	Utility cuts repaired	10
	Trees trimmed	66
	Trees removed	13
	Emergency call outs	5
<b>Environmental Services</b>	Used oil containers distributed	18
	Compost bins distributed	33
	NPDES violations investigated	1
	Waste Management consumer responses	7
	Plans checked for environmental compliance	8
	Environmental legislation & regulations reviewed	41
	Special Waste collection events promoted	3
<b>Engineering Inspection</b>	Utility cuts inspections	11
	Sidewalk remove/replace/install inspections	0
	Driveway approach inspections	3
	Sanitary Sewer repair/install	0
	Traffic signal system install/modifications	0
	Job site meetings	10
	Construction site NPDES BMP compliance	3
	Street Paving / Patches	11
<b>Building Maintenance</b>	Service requests completed	38
	Facility heat/air conditioning repairs	3
	Facility lighting/electrical repairs	5
	Emergency call outs	0
<b>Special Activities of Note</b>	Fire hydrants replaced due to vehicle knockdowns	2
	Shopping carts removed from public right-of-way	75
	Lineal feet of skin patching	6,000
	Illegal dumping debris removal	1,000 lbs.
	URM buildings issued final warning notice	

**CITY OF COVINA**  
**PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT**  
**JUNE 2010**

<b>Transportation</b>	Bus passes sold	76
	Covina Transit passengers	1,553
	Metrolink Shuttle passengers	408
	Metrolink parking permits sold	597
	Municipal lots blue zone permits sold	36
	Municipal lots monthly machine revenues	\$283
<b>Building &amp; Safety</b>	Permits issued	80
	Inspections conducted	386
	Plan checks conducted	22
	Permit valuation	\$1,411,910
<b>Sewer Maintenance</b>	Manholes inspected	28
	Linear feet of main cleaned	91,314
	Hot-spot locations cleaned	34
	Sewer overflow responses	0
	Manholes treated for vermin infestation	0
	Manholes treated for rodent infestation	1
	Routine pump station checks	30

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 10

**STAFF SOURCE:** Steve Henley, Director of Public Works  
Vivian Castro, Environmental Services Manager  
Michele Saint, Management Analyst



**ITEM TITLE:** Acknowledge Used Oil Block Grant (UOBG) change to Oil Payment Program (OPP), now administered by CalRecycle, and authorize signature authority the right to execute all new documents under the OPP

---

**STAFF RECOMMENDATION**

Adopt **Resolution No. 10-6863**, acknowledging Used Oil Block Grant (UOBG) change to Oil Payment Program (OPP), now administered by CalRecycle, and authorize signature authority the right to execute all new documents under the OPP to secure payment to support the Used Oil Collection Program.

**FISCAL IMPACT**

The OPP funding is accounted for in Account No. 2530-5550-00-42165. The current budget for FY 2010-2011 is \$8,330, yet CalRecycle recently informed the city that their amount for FY 2010-11 will increase to approximately \$12,000.

**BACKGROUND**

Effective January 1, 2010, the California Integrated Waste Management Board (CIWMB) became the Department of Resources Recycling and Recovery (CalRecycle). CalRecycle has established the Used Oil Payment Program (OPP) to make payments to qualifying jurisdictions for implementation of their used oil programs under the California Oil Recycling Enhancement Act.

Various changes were made to the California Oil Recycling Enhancement Act in late 2009, which resulted in the development of the Used Oil Payment Program (OPP) and its implementation by CalRecycle. The changes include: replacing the funding from a reimbursable grant program (Used Oil Block Grant) to a payment program (OPP); increasing the incentive payment for each gallon of used oil collected at Certified Collection Centers to \$0.40 from \$0.16 per gallon; and placing a greater emphasis on the collection of used oil filters by encouraging jurisdictions to allocate at least 10% of OPP funding to oil filter collection.

The Oil Payment Program funding is awarded on a per-capita basis and will be used to continue the used oil collection program that has completed fifteen cycles under the Used Oil Block Grant. The goal of the program is to prevent illegal dumping of used oil in streets, alleys and

gutters and prevent stormwater pollution through free oil container distribution and education to ensure compliance with the city's NPDES permit. To achieve this goal, program funds are allocated to the following:

- Purchase of used oil containers, oil spouts and oil rags (containers also capable of storing used oil filters for collection) for free distribution to city residents
- Advertising of used oil program's four certified collection centers in the Covina Chamber of Commerce Business Directory and City Map
- Co-sponsoring the KCJ used oil race car that competes at Irwindale Speedway and is scheduled to be on display at Thunderfest/Bluesapalooza where the driver will assist staff in distributing used oil containers, oil spouts and oil rags
- Allocating \$3,500 to County of Los Angeles Department of Public Works for their annual Stormwater Countywide Media Campaign

#### EXHIBITS

A. Resolution No. 10-6863

<b>REVIEW TEAM ONLY</b>	
City Attorney: <u>[Signature]</u>	(Acting) Finance Director: <u>[Signature]</u>
City Manager: <u>[Signature]</u>	Other: _____

**RESOLUTION NO. 10-6863**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ACKNOWLEDGING USED OIL BLOCK GRANT (UOBG) CHANGE TO OIL PAYMENT PROGRAM (OPP), NOW ADMINISTERED BY CALRECYCLE, AND AUTHORIZE SIGNATURE AUTHORITY THE RIGHT TO EXECUTE ALL NEW DOCUMENTS UNDER THE OPP TO SECURE PAYMENT TO SUPPORT USED OIL COLLECTION PROGRAM.**

**WHEREAS**, pursuant to Public Resources Code § 48690, the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, has established the Used Oil Payment Program (OPP) to make payments to qualifying jurisdictions for implementation of their used oil programs; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program; and

**WHEREAS**, CalRecycle's procedures for administering the Used Oil Payment Program require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program.

**NOW, THEREFORE, THE CITY COUNCIL** of the City of Covina, California, authorizes the submittal of a Used Oil Payment Program application to CalRecycle; and

**BE IT FURTHER RESOLVED** that the Director of Public Works, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Covina all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support our Used Oil Collection program; and

**BE IT FURTHER RESOLVED** that this authorization is effective until rescinded by the City Council of the City of Covina.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

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Peggy Delach  
Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

## **CITY OF COVINA**

### **AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 11

**STAFF SOURCE:** Kim J. Raney, Chief of Police   
John Curley, Police Lieutenant

**ITEM TITLE:** An ordinance amending the Covina Municipal Code (Title 7) with respect to Animals and to adopt by reference Los Angeles County Code, Title 10, Animals, including the new fee schedule.

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**STAFF RECOMMENDATION:**

Adopt **Ordinance No. 10-1984** amending the Municipal Code of the City of Covina with respect to animals and adopting by reference the Los Angeles County Code, Title 10, Animals.

Adopt **Resolution No. 10-6850** of the City Council of the City of Covina, County of Los Angeles, State of California, providing for the adoption of an Animal Control Fee Schedule.

Authorize the City Manager to execute the agreement with the County of Los Angeles Department of Animal Care and Control for animal control services.

**FISCAL IMPACT:**

The cost for the contract with Los Angeles County Animal Care and Control is included in the Police Department's annual budget and is part of the General Fund. An increase in fees will help offset the City's cost for animal control services (1010-1800-00-51440).

**BACKGROUND:**

This item was brought before City Council on June 1, 2010 and July 6, 2010 to introduce Ordinance No. 10-1984, which amends the Covina Municipal Code (Title 7) with reference to Animals. Per City Council request, amendments were made to the ordinance with regards to the licensing of cats. This item is back before Council for passage and adoption.

The proposed increase of fees for dog tags and licensing are as follows:

	<u>Current fee</u>	<u>Proposed fee</u>
Unaltered dog	\$30.00	\$60.00
Altered dog	\$15.00	\$20.00
Sr. Citizen Rate	\$ 7.50	\$ 7.50


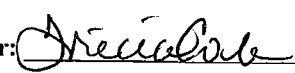
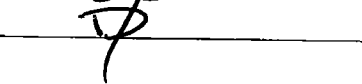
Canvassing neighborhoods for compliance of Los Angeles County Code, Title 10, Animals, is an important component of the contract. During canvassing if a violation is discovered, a new Field



Enforcement Fee of forty-dollars (\$40) has been adopted. This fee is fully refundable to the City of Covina.

**EXHIBITS:**

- A. Ordinance No. 10-1984
- B. Resolution No. 10-6850
- C. Animal Control Agreement

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____

**ORDINANCE NO. 10-1984**

**AN ORDINANCE OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AMENDING SECTIONS 7.04.010 AND 7.12.100 OF THE COVINA MUNICIPAL CODE TO UPDATE THE CITY'S ANIMAL CONTROL ORDINANCE.**

**WHEREAS**, City of Covina ("City") Ordinance No. 95-1791 adopts by reference Title 10 of the Los Angeles County Code ("Los Angeles County Animal Control Ordinance"); and

**WHEREAS**, on September 22, 2009, Los Angeles County adopted Ordinance No. 2009-043 which updated the Los Angeles County Animal Control Ordinance; and

**WHEREAS**, the City must amend its Municipal Code to reflect changes to the Los Angeles County Animal Control Ordinance; and

**WHEREAS**, the City would like to maintain certain local amendments to the Los Angeles County Animal Control Ordinance.

**NOW THEREFORE**, the City Council of the City of Covina thus ordains as follows:

**SECTION 1.** Covina Municipal Code Section 7.04.010 is amended to read:

**"7.04.010 Adoption.**

The Animal Control Ordinance of the County of Los Angeles contained in Title 10 of Los Angeles County Code, adopted and amended through Ordinance No. 2009-043, passed on September 22, 2009, is adopted by reference as the Animal Control Ordinance of the City (hereinafter referred to as "Animal Control Ordinance")."

**SECTION 2.** Covina Municipal Code Section 7.12 is amended to read:

**"7.12.010 Section 10.20.038 amended – Keeping more than three dogs or cats prohibited.**

Section 10.20.038 of the Animal Control Ordinance is amended to read as follows:

SEC. 10.20.038. Keeping more than 3 dogs or cats prohibited. Except as otherwise provided in this title, it is unlawful for any person to keep, harbor, maintain or permit the keeping, harboring,

or maintaining of more than three dogs or three cats at any one residence within the City of Covina.

**7.12.020 Section 10.20.030 amended – License – Required – Costs.**

Section 10.20.030 of the animal control ordinance is amended to read as follows:

SEC. 10.20.030. License – Required – Costs. Every person owning or having custody or control of any dog over the age of four months in the City of Covina shall obtain a license from the director for each of such dogs and shall pay the fees for such licenses as set forth in Resolution of the City Council.

**7.12.030 Section 10.20.190 amended – Keeping unlicensed dogs prohibited.**

Section 10.20.190 of the animal control ordinance is amended to read as follows:

SEC. 10.20.190. Keeping unlicensed dogs prohibited – A person, other than an approved research institution, shall not have, harbor or keep, or cause or permit to be harbored or kept, any unlicensed dog in the City of Covina.

**7.12.040 Section 10.28.061 amended – Keeping and breeding pygmy pigs – License required.**

Section 10.28.061 of the animal control ordinance is amended to read as follows:

SEC. 10.28.061. Keeping pygmy pigs – License required. There shall be no more than one such animal per household, lot or parcel of land and/or improved lot, in any R-1 or RD zone. Any person owning or having the custody, care or control of a pygmy pig as defined in this title who keeps or maintains such pigs, whether as a pet or for personal use, or breeds such pigs for pay or other compensation, shall first pay a fee and obtain an annual license or animal business license from the department, except that no such license shall be issued unless:

A. The person keeping or maintaining a pygmy pig in a residential area as permitted in Section 22.20.030 has provided proof from a licensed veterinarian that the pig has been neutered or spayed and such proof has been submitted to the department;

B. The person owning or having custody and care of the animal has obtained any and all licenses and zoning permits required pursuant to this county code or any other ordinance or statute and has submitted proof of such to the department.

**7.12.050 Section 10.32.002 added – Pygmy pigs – Leash required.**

Section 10.32.002 of the animal control ordinance is added to read as follows:

SEC. 10.32.002. Pygmy pigs – Leash required. It is unlawful for any owner or custodian of any said pig to allow or permit such pig to be off the premises of its owner or custodian unless such pig is securely restrained by a leash not exceeding six feet in length, of sufficient strength to prevent the escape of such pig and unless such pig is in the charge or control of a person capable of keeping the pig under effective charge and control of such person.

**7.12.060 Section 10.32.004 added – Pygmy pigs – Prohibited in parks.**

Section 10.32.004 of the animal control ordinance is added to read as follows:

SEC. 10.32.004. Pygmy pigs – Prohibited in Parks. It is unlawful for any person to permit any pygmy pig owned by him, or then under his immediate control, to be in any publicly owned park, playground or recreation area.

**7.12.070 Section 10.32.015 added – Dogs – Prohibited in parks.**

Section 10.32.015 of the animal control ordinance is added to read as follows:

SEC. 10.32.015. Dogs – Prohibited in Parks. It is unlawful for any person to permit any dog owned by him, or then under his immediate control, to be in any publicly owned park, playground or recreation area.

**7.12.080 Section 10.12.190 amended – Refusing to show license or certificate – Unlawful.**

Section 10.12.190 of the animal control ordinance is amended as follows:

SEC. 10.12.190. Refusing to show license or certificate – Unlawful. Any person upon whom demand is made under authority of this Division 1 for the exhibition of any dog rabies vaccination certificate, or any dog license or tag, who fails or refuses to exhibit the same if he or she has it in his or her possession, is guilty of a violation of this Division 1 and shall be punishable as herein provided.

**7.12.090 Reserved.**

**7.12.100. Section 10.90.010 amended – Fees.**

Section 10.90.010 of the Animal Control Ordinance is amended to read:

Section 10.90.010. Licensing Fees schedule. The fees to be charged pursuant to the Animal Control Ordinance shall be established by the City Council by resolution.”

**SECTION 3.** If any section, sub-section, sentence, clause, phrase, word or portion of this ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council of the City of Covina hereby declares that it would have adopted this ordinance, and its sections, sub-sections, sentences, clauses, phrases, words or portions thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, words or portions may be declared invalid or unconstitutional.

**SECTION 4.** Upon the effective date of this Ordinance, the provisions hereof shall supersede any conflicting provisions of the Title 10 of Los Angeles County Code as the same were adopted by City Ordinance No. 95-1791.

**SECTION 5.** This ordinance shall take effect 30 days after its final passage.

**SECTION 6.** The City Clerk shall certify to the passage and adoption of the this ordinance and shall cause the same to be published and or posted according to law.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010.

\_\_\_\_\_  
Peggy Delach, Mayor

ATTEST:

\_\_\_\_\_  
Rosalia A. Conde, CMC  
Deputy City Clerk

**EXHIBIT A**

APPROVED AS TO FORM:

---

Edward W. Lee, City Attorney

RESOLUTION NO. 10-6850

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF COVINA, COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA, PROVIDING FOR THE ADOPTION OF AN  
ANIMAL CONTROL FEE SCHEDULE**

**WHEREAS**, City of Covina ("City") Ordinance No. 95-1791 adopts by reference Title 10 of the Los Angeles County Code ("Los Angeles County Animal Control Ordinance"); and

**WHEREAS**, on September 22, 2009, Los Angeles County adopted Ordinance No. 2009-043 which updated the Los Angeles County Animal Control Ordinance and Fee Schedule; and

**WHEREAS**, the City adopted by reference Ordinance No. 10-1984 on June 15, 2010 to reflect changes to the Los County Animal Control Ordinance; and

**WHEREAS**, the City desires to amend its Animal Control Fee Schedule to reflect changes to the Los County Animal Control Fee Schedule.

**NOW, THEREFORE**, the City Council of the City of Covina does hereby determine, find and resolve as follows:

SECTION 1. The City Council hereby adopts the "City of Covina Animal Control Fee Schedule" as set forth in attached Exhibit "A". Unless otherwise stated in the Animal Control Fee Schedule, all Animal Control Fees shall be paid to the City by the applicant prior to the City's performance of the requested services.

SECTION 2. The fees imposed by this Resolution shall only apply to those Animal Control Fees described in Exhibit "A". All other fees adopted by the City Council pursuant to prior City of Covina resolutions, as may be amended from time to time, or any future resolutions adopted for such purposes, shall remain in full force and effect.

SECTION 3. The adoption of this Resolution is statutorily and categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080(b)(8) and Section 15273 of the *CEQA Guidelines* because it involves a local agency decision involving the setting of rates, tolls and other charges. Staff is directed to file a Notice of Exemption with the Los Angeles County Clerk's office within five (5) working days of approval.

SECTION 4. The Animal Control Fee Schedule set forth in Exhibit "A" shall become effective thirty (30) days after adoption of this Resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010.

ATTEST:

\_\_\_\_\_  
Peggy Delach, Mayor

\_\_\_\_\_  
Rosalia A. Conde, CMC  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward W. Lee, City Attorney



**EXHIBIT "A"**

Unaltered dog	\$60.00
Altered dog	\$20.00
Sr. Citizen Rate	\$ 7.50

## CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF COVINA

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF COVINA

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES,  
hereinafter referred to as County, and the CITY OF COVINA, hereinafter referred to as  
City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.

- 3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

#### 4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

#### 5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

**6.0 TERM OF CONTRACT**

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2010, and shall remain in effect until June 30, 2014.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

**7.0 RIGHT OF TERMINATION**

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

**8.0 CONTRACT SUM**

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

- 8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

- 10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

**CITY-COUNTY MUNICIPAL SERVICES AGREEMENT  
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF COVINA**

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By MARCIA MAYEDA  
Director, Animal Care and Control

CITY OF COVINA

By \_\_\_\_\_  
City of Covina, City Manager

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

**ANDREA ORDIN**  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



## **COVINA REDEVELOPMENT AGENCY**

### **AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 12

**STAFF SOURCE:** Robert Neiuber, Deputy Executive Director *rn*

**ITEM TITLE:** Receive and file request by Covina Center for the Performing Arts for Agency Assistance with royalties and production expenses

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#### **AGENCY STAFF RECOMMENDATION**

Receive and file request by Covina Center for the Performing Arts (CCPA) for Agency assistance with royalties, fees, and production expenses.

#### **FISCAL IMPACT**

There is no General Fund impact; the \$192,450 requested could come from Redevelopment Land Proceeds Fund balance Account No. 5031-0000-00-33000 should funds be available later this fiscal year. If these funds become available they could be transferred to 5031-4650-00-53990 for disbursement.

#### **BACKGROUND**

The Covina Center for the Performing Arts has requested that the Covina Redevelopment Agency (Agency) provide funding to cover royalties, fees, and production costs for their 2011 Season in the amount of \$192,450. The Agency has assisted in this area in the past and found that this assistance provides stimulus for the economic development of the downtown (Redevelopment Project Area 2) and attracts business activity to our downtown. Supporting the arts and the various entertainment, educational and community programs that the CCPA provides is vital to the continued growth of the Downtown, the Citrus Avenue corridor, and the City as a whole.

On September 15, 2009, the Agency approved a request from the CCPA for \$209,484 in funds to pay for royalties, fees, and production costs for the 2010 Season in order to promote business activity and economic development in the Downtown. Those funds have been utilized with proper documentation submitted prior to disbursement of the funds. When those funds were approved, staff included a warning in the Agenda Item Commentary that funding may not be available in subsequent years. This year's CCPA request does reflect a decrease of over \$17,000 from their previous year's request.

While the amount of the request has decreased, the availability of Agency funds has also decreased considerably due to the State's taking of CRA funds, reduced Property Tax values and current projects. Based on our cash flow projections the Agency is not be able to provide funding using Project Area Two funds. Land Proceed Funds, which were used last year to fund their request, are currently committed to the Citrus Walk Project. Should escrow close and additional funding become available, this fund could be used to provide funding for this

economic development project, but that in turn will decrease our ability to consider land purchases.

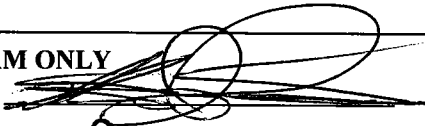
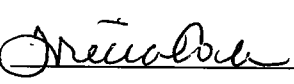

The information they provided shows that they expect that production expenses, general and administrative costs and production overhead will total approximately \$581,000 in 2011. They expect that the revenue that they receive from productions in 2011, 118 performances, will be approximately \$331,000. The difference between expenses and costs would come from Agency funding, fund raising, various other CCPA projects, and charitable donations.

It is their intent to continue to seek grants, rentals and other events/fundraiser so that the theatre will become self-sufficient. In the meantime, they have been working on keeping their overhead costs to a minimum utilizing programs that are available to Non-Profits at a reduced rate and applying cost saving measures within the theatre wherever possible.

Staff recommends that the Agency Board receive and file this report and direct staff to bring this item back for consideration should funding become available later this fiscal year.

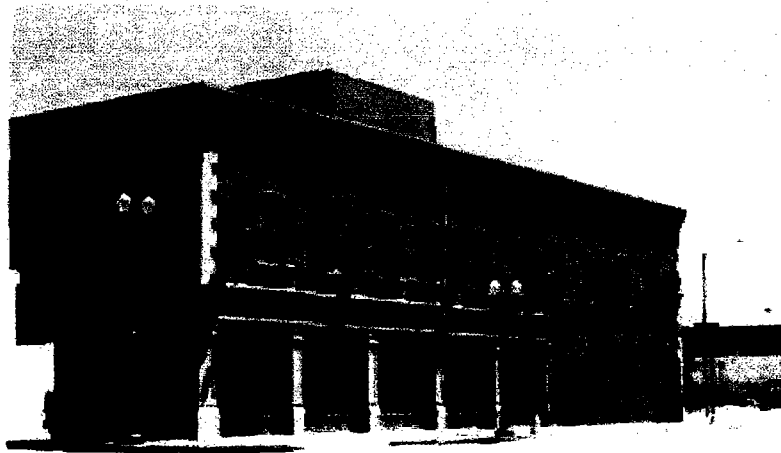
#### **EXHIBITS**

- A. CCPA request for assistance
- B. September 15, 2009 Agenda Item Commentary

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____

# **Covina Center**

## **FOR THE PERFORMING ARTS**



# **2011 Production Season Funding Proposal**



**CCPA Financial Board**

George Hagelis	Chair
Andrew McIntyre	Vice Chair
Chris Champion	Treasurer
Tina Crosby	Secretary
C. Mack Gilliland	Parliamentarian
Carole Lycett Bush	Member At Large
Jo Beth Cohen	Member At Large
Lena Ledford	Member At Large

**CCPA Art Board**

Jonathan Acuna	Wendy Friedman
Carla Agee	Jill Gerber
Robert Agee	C. Mack Gilliland
John Butz	Barbara Goodwin-Masters
Retha Champion	Roger Graziani
Angelo Collado	Joshua Prisk
Elizabeth Dreisbach	Raylene Salazar
Alison England Sam	Casey Serrano



June 22, 2010

City of Covina  
Mr. Robert Neiuber  
Director of Community Development  
125 E. College Street  
Covina, CA 91723

Dear Mr. Neiuber:

This letter is a request from the Board of Directors, Covina Center for the Performing Arts to the Redevelopment Agency of the City of Covina for financial assistance for productions and royalties expenses for the 2011 Season.

**This year's request is for \$192,450**, to be dedicated as in past years exclusively to production and royalty expenses for events of the Season 2011 to be presented at the CCPA venue at 104 N. Citrus Avenue in the Champion Family Foundation Performance Center. During the last season (2010) CCPA received \$209,484 from the Redevelopment Agency, and \$197,650 during 2004, prior to reopening its facility from reconstruction in 2007.

A production budget is enclosed for the 2011 Season as well as an operations budget, the latter to be supported strictly by box office revenue, rental income, and patron donations. The continued success of CCPA as a downtown entertainment venue will be seriously compromised without continued municipal assistance with production expenses. The dependence of CCPA upon the City of Covina is consistent with the picture in most other municipalities in that a viable performing arts program rarely can be sustained without vigorous and continued municipal support. It is the sincere hope of the CCPA staff and Board of Directors that this relationship established in 2004 can be continued.

In way of review, since CCPA's opening in the fall of 2007, its community-based Financial Board of Directors has steered the nonprofit corporation through a continuous menu of plays, musicals, and special events that has invigorated and renewed Covina's historic downtown. CCPA's comprehensive program includes: educational outreach to the youth at local schools and colleges, mentoring the **Young Performers' Institute** with publicly-assisted funding, special events that appeals to the *cultural diversity that is Covina such as Latinologues and Sweet Mama String Bean*, attractions amenable and of interest to its seniors, and an annual event produced as a tribute to local veterans. Its animated, always current marquee punctuates the downtown profile with a bit of show biz glitz that adds quality to Covina's city life with information about current and coming attractions. As well, the marquee is available to private, community, and civic events.

During its three years of operation, the state-of-the-art, completely reconstructed venue that has replaced the old Covina movie house has attracted the attention of a continuous flow of performance professionals who are becoming aware that the Champion Family Foundation has made Covina home to a first class performance arts venue for the East San Gabriel Valley, housing a production company that grows each year in sophistication and esteem. Needless to say, as impressive a structure as the Champion Family Foundation has erected, it cannot on its own serve the community without continued, vigorous civic interest from which all arts programs draw spirit and soul.

To its credit the theatre has been active in the downtown business association, contributed to the annual Christmas activities and other civic events for the city staff, including the periodic Downtown Business Association's Wine Walks, seeking to stay near the center of all that quickens the pulse of Covina's civic culture. CCPA is consistent in its support of local vendors with purchases of goods and services that are essential to its operations. On the whole, its attracted audiences, its presence and its purpose cannot help but enhance all that Covina's Citrus Boulevard seeks to be.

CCPA is in continual reassessment of its theatre prices, seeking to be realistic and responsive to the local market. Its governing bodies, a Financial Board of Directors and an Art Board, are both staffed with knowledgeable community personalities who bring expertise either in smart business practices or in arts management to CCPA's total operation. Affiliations with local theatre alliances and professional associations keep staff and Board current with state-of-the-art practices.

Indeed, CCPA has grown from its early roots as the Covina Valley Playhouse to a first class performance resource, ready and qualified to seek funding from a broader and more demanding arts philanthropy, both private and public. The local support that CCPA has enjoyed from the City of Covina is an important component of what qualifies CCPA to enter into other arenas rich with funding potential. The attachments, inclusions, and exhibits accompanying this request are meant to amplify the message of these paragraphs. It is the hope that further financial assistance is imminent in continuing what is already an impressive civic legacy. CCPA's website, [www.covinacenter.com](http://www.covinacenter.com), is readily accessible for further information.

Here's to many continued years of successful association.

Respectfully,

George Hagelis  
Chairman, CCPA *Financial Board of Directors*

Covina Center for the Performing Arts  
104 N. Citrus Ave  
Covina, CA 91723

# Covina Center for the Performing Arts

## Monthly and Annual Operations Expenses Report

## MAIN STAGE AND SPECIAL EVENTS FOR 2011

Main Stage Titles	Dates	# of Performances	Total Seats*	Ticket Price	Revenue	Production Cost	Net Profit
Fantastics or Spelling Bee	March 3 - April 10	24	1896	\$ 25	\$ 47,400	\$ (32,500)	\$ 14,900
Rumors or You Can't Take It With You	May 13 - June 12	15	1485	\$ 25	\$ 37,125	\$ (18,500)	\$ 18,625
Forum or Anything Goes	July 7 - August 14	24	1896	\$ 25	\$ 47,400	\$ (41,500)	\$ 5,900
Deathtrap or Dracula	September 23 - October 16	15	1485	\$ 25	\$ 37,125	\$ (18,500)	\$ 18,625
Christmas Show	December 1 - December 18	12	1188	\$ 25	\$ 29,700	\$ (15,500)	\$ 14,200
<b>Preliminary Totals</b>					<b>\$ 198,750</b>	<b>\$ (126,500)</b>	<b>\$ 72,250</b>

\*Seats (99) @ 80%

Special Events	Dates	# of Performances	Total Seats*	Ticket Price	Revenue	Production Cost	Net Profit
Paul Casey Elvis Tribute	January 14, 15, 16	3	120	\$ 50	\$ 18,000	\$ (15,000)	\$ 3,000
DWI Tupperware	February 4 or 11	1	120	\$ 25	\$ 3,000	\$ (1,000)	\$ 2,000
Rick Najera Comedy Night	TBA		120	\$ 40	\$ 14,400	\$ (5,000)	\$ 9,400
Big Band Night	February 18, 19, 20	3	120	\$ 40	\$ 14,400	\$ (8,000)	\$ 6,400
Vallimar and Frank Jansen	April 15, 16, 17	3	120	\$ 35	\$ 12,600	\$ (5,500)	\$ 7,100
Murder Mystery Dinner Theatre	April 22, 23, 24	3	60	\$ 65	\$ 11,700	\$ (3,450)	\$ 8,250
Young Performers Institute Summer Event	TBA						\$ -
Celebrity Event #1	August 25, 26, 27, 28	4	120	\$ 50	\$ 24,000	\$ (10,000)	\$ 14,000
Celebrity Event #2	September 8, 9, 10, 11	4	120	\$ 50	\$ 24,000	\$ (10,000)	\$ 14,000
Veterans Day Event	November 11	1	120	\$ 10	\$ 1,200	\$ (5,500)	\$ (4,300)
Theme Movie Night	TBA	3	120	\$ 25	\$ 9,000	\$ (2,500)	\$ 6,500
<b>Preliminary Totals</b>					<b>\$ 132,300</b>	<b>\$ (65,950)</b>	<b>\$ 66,350</b>

\* Seats (150) @ 80%



**MONTHLY ADMINISTRATIVE COSTS - PRELIMINARY FOR SEASON 2010-2011**  
 (General, Administrative, Production Overhead)

Category		Monthly	Monthly Total	Yearly	Yearly Total
<b>General and Admin Costs</b>					
Payroll					
Operations Manager		\$ 1,000		\$ 12,000	
Taxes		\$ 150		\$ 1,800	
	<i>Payroll Subtotal</i>		\$ 1,150		\$ 13,800
Utilities					
Electric		\$ 4,600		\$ 55,200	
Water		\$ 170		\$ 2,040	
Gas		\$ 15		\$ 180	
Telephone		\$ 670		\$ 8,040	
Refuse		\$ 236		\$ 2,832	
Sewer		\$ 28		\$ 336	
	<i>Utilities Subtotal</i>		\$ 5,719		\$ 68,628
Rent		\$ 5,000	\$ 5,000	\$ 60,000	\$ 60,000
Insurance					
Liability		\$ 588		\$ 7,056	
Workmen's Comp		\$ 600		\$ 7,200	
Directors/Officers		\$ 75		\$ 900	
	<i>Insurance Subtotal</i>		\$ 1,263		\$ 15,156
Supplies					
Cleaning		\$ 250		\$ 3,000	
Box Office		\$ 250		\$ 3,000	
Administrative		\$ 250		\$ 3,000	
Concessions		\$ 500		\$ 6,000	
	<i>Supplies Subtotal</i>		\$ 1,250		\$ 15,000
Services					
Accounting		\$ 200		\$ 2,400	
Housekeeping		\$ 800		\$ 9,600	
Legal		\$ 250		\$ 3,000	
Maintenance		\$ 325		\$ 3,900	
Window Cleaning		\$ 275		\$ 3,300	
Pest Control		\$ 160		\$ 1,920	
	<i>Services Subtotal</i>		\$ 2,010		\$ 24,120
Advertising					
All Media		\$ 1,500		\$ 18,000	
Dues/Memberships/Fees		\$ 250		\$ 3,000	
Postage		\$ 250		\$ 3,000	
	<i>Advertising Subtotal</i>		\$ 2,000		\$ 24,000
Security		\$ 55	\$ 55	\$ 660	\$ 660
	<b>General and Admin Subtotal</b>		<b>\$ 18,447</b>	<b>\$ 221,364</b>	
<b>Production Overhead</b>					
Payroll					
Resident Producer		\$ 2,000		\$ 24,000	
Technical Director		\$ 1,500		\$ 18,000	
House Manager		\$ 1,480		\$ 17,760	
Payroll Taxes		\$ 450		\$ 5,400	
	<i>Payroll Subtotal</i>		\$ 5,430		\$ 65,160
Warehouse/Scene Shop					
Rent		\$ 2,232		\$ 26,784	
Utilities		\$ 400		\$ 4,800	
Insurance		\$ 250		\$ 3,000	
Miscellaneous		\$ 200		\$ 2,400	
	<i>Wrhs/Scene Shop Subtotal</i>		\$ 3,082		\$ 36,984
Marketing					
All Media		\$ 500		\$ 6,000	
Printing		\$ 2,500		\$ 30,000	
	<i>Marketing Subtotal</i>		\$ 3,000		\$ 36,000
Fees					
Vendini Transactions		\$ 1,920		\$ 23,040	
Bank/Credit Card Services		\$ 500		\$ 6,000	
	<i>Fees Subtotal</i>		\$ 2,420		\$ 29,040
	<b>Prod Overhead Subtotal</b>		<b>\$ 13,932</b>	<b>\$ 167,184</b>	
<b>Total</b>	<b>EXHIBIT A</b>	<b>7 of 25</b>	<b>\$ 32,379</b>		<b>\$ 388,548</b>

## CHARITIES AND COMMUNITY SERVICE GROUPS BENEFITING FROM CCPA

Alta Loma High School  
American Legion Charter Cove Post  
Assistants League, Covina  
Cedar Grove Elementary PTA  
Charter Oak Unified School District  
Citrus College Foundation  
City of Covina Public Library  
Covina High Track and Field  
Covina Women's Club  
East Valley Community Health Center  
Foothill Presbyterian Hospital Auxiliary  
Foresters  
Glendora High School Choral Boosters  
Glendora Unified School District  
Glenkirk Church  
Hacienda La Puente Unified School District  
Inter-Community Hospital Auxiliary  
Irwindale Chamber of Commerce  
Joslyn Senior Center  
Junior School Theatre  
Mount San Antonio College Foundation  
National Latino Peace Officers Associations  
North Minister Presbyterian Church  
Ranch Hills Elementary School  
Rotary Club, West Covina  
Sonrise Christian School  
Sorooptimists International, Covina  
St. Louise de Marillac School  
Walnut Valley Women's Club  
West Covina Lions Club  
Women's Club of West Covina



## ***Mission Statement***

*Art isn't easy. Maintaining a balance between the ever-evolving craft of theatrical production and sound business principles is hard work. By combining an unbridled commitment, a strong team ethic and a devotion to tapping the pulse collective, CCPA can transcend any obstacle and in turn lay a foundation toward building fresh and exciting new stage arts experiences for both the performer and the patron.*

*We must continually challenge our perspective by recognizing current trends and utilizing their attributes. We must do this with an active focus on introducing our audiences to new works of theater, meanwhile re-inventing some of the most popular works of the last 50 years.*

*We must invite the talents from all walks of life. We must be blind to age, race, culture, and professional status. This diversity can only enhance and broaden the scope of our endeavors.*

*We must promote an atmosphere of learning and discovery, enabling both the seasoned performer and the devout fledgling. We must do this by providing the highest-level theatrical education for the youth and students of the San Gabriel Valley and surrounding areas.*

*We must embrace technology and use it to create visual and aural designs that are both dazzling and sublime. CCPA must product the most technically proficient productions within our capabilities, without concession.*

*We must overcome the challenge of geography, recognizing that any compromise based solely on our falsely perceived inconsequentiality is unacceptable. CCPA must strive to cultivate and welcome audiences from outlying artistic communities, even as we maintain and build our local audience base.*

*Vision comes in many forms. Art in America still flourishes but has become endangered to many. CCPA must strive to enlighten and move our audience and thus, in our own way, offer this world a lasting impression.*

*Art may not be easy, but we can give it a voice.*

**CREATE**

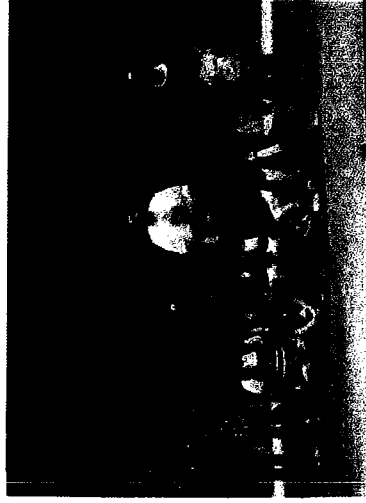
**INSPIRE**

## What We Offer

The YPI Education Program is home to both the Youth Performers Institute and Adult Theatrical Education

The classes offered give participants of all ages instruction in Acting, Singing, Dance and Kenpo Karate.

In addition we give our young people the opportunity to participate in our Technical Internship Program and Training Workshops which cover areas such as Set Design and Construction Props, Lighting and Sound Design, Stage Management, Costumes, House Management and More!



## Board of Directors

Chris Champion - Chairman  
Jill Gerber - Program Director  
Raylene Salazar - Operations Director  
Bob Agee - Member at Large  
Carla Agee - Member at Large  
Ann Thomas - Member at Large  
Tom Thomas - Member at Large  
Kelly Tracey - Member at Large

## Become a Sponsor!

YPI is a non profit organization and as such we are always in need of sponsors in a variety of areas such as

*Tuition Scholarships*

*Building Utilities Management*

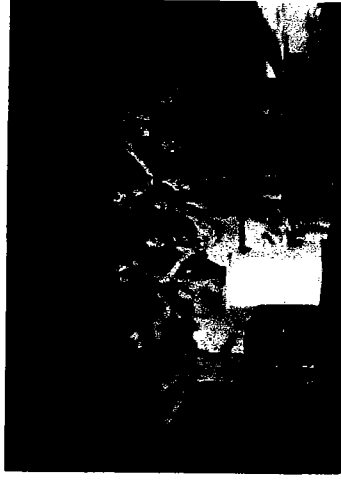
*Building Improvement Fund*

For information on how you can help

rsalazar@covinacenter.com

or

626-331-7033



## Mission Statement

*Young Performers Institute* is committed to bringing the highest level of theatrical education to the San Gabriel Valley and surrounding communities. Dedicated to promoting the performing arts, YPI Education strives to be a positive influence on our next generation of performers, designers and arts administrators, as well as theater enthusiasts and future patrons of the arts.



Y I

**Young Performers Institute**  
110 N. Citrus Avenue  
Covina, CA 91723

Located just north of  
*Covina Center for the Performing Arts*

626-331-7033

For information

[rsalazar@covinacenter.com](mailto:rsalazar@covinacenter.com)

or

[www.covinacenter.com](http://www.covinacenter.com)

click on education programs



Y I

**Young Performers Institute**  
"A place for our youth to shine!"





## Class Descriptions

### Youth, Teens and Adults Summer 2010

#### *Beginning Adult Acting*

Adults over 18

Instructor: **John Butz**

Monday 7:00-9:00

Begins: July 12th

Depending on the interest of the students this class will include the fundamentals of acting class with the ability to cover: developing a character, script interpretation, learning to find the characters motivation, scene study with a partner, relaxation exercises and more!

#### *Introduction to Improvisational Comedy:*

Ages 14 and up

Instructor: **Joaquin Garay III**

Saturday 10:00-12:00

Begins: July 10th

This 10 week course is designed for those with or without acting/improvisational experience. We will explore your creativity, develop your presentation and public speaking skills, teach you to think on your feet, expand team building skills and build your self confidence all while making you laugh once a week. Learn the fundamental foundation tools and techniques of Improvisation in a supporting and fun atmosphere perfect for both absolute beginners and more experienced performers. This course will ready you for an ultimate on-stage performance at the culmination of the class!

#### *Vocal Music*

Age Teens and up

Age 7 – 12

Instructor: **Elizabeth Thomas-Enriquez**

Wednesday 6:00-7:00

Tues and Thur 10:00-11:00

Begins July 14<sup>th</sup>

Begins July 6th

In this course we will integrate the basics of vocal music with audition and performance techniques. Primarily, this class will be a fun way to learn how to sing well with correct posture, vowels and diction, breath control and focus of tone to project a strong, full sound. We will also work on interpretation and acting out the text of a song and character development. Course will also touch on music theory, learn some repertoire and conclude with a small performance!

### **Summer Yoga Program at YPI! To Benefit the YPI Scholarship Fund!**

Instructor: Jill Gerber

RTY-500 & Certified Yoga Therapist

Tues and Thurs 12:00 noon to 1:00 pm

Beginning Tues June 22<sup>nd</sup> - Thurs August 5<sup>th</sup>

This is a “**drop in**” class, open to teens and adults . No long term commitment or registration required  
Come when you can...pay what you can! All class fees collected will be a donation to the scholarship fund.

**For registration form or more information contact Raylene at  
Raylene@ypiinfo.com**



## **Young Performers Institute** **Technician Opportunities**

At the Young Performers Institute (YPI) we recognize that while *all the world may be a stage*, not every child's passion is to perform! Without those who work hard "behind the scenes" bringing the stage to life there would be no magic. Imagine going to the theater without the beautiful sets, properly placed props and not to mention the lighting and sound effects set just right. I know we can all agree something important would definitely be missing! As part of our ongoing effort at YPI to train not only the performers of the future but the technicians as well we are excited to offer our technical training as part of our summer session.

Our technical classes are taught by industry professionals who are currently active in the fields they will teach so our students will have the opportunity to learn from the best! All programs are hands on! Participants of the summer technical program will work on the YPI summer productions of "Oliver" and "13" the Musical. Both will be on stage at Covina Center for the Performing Arts so they will learn on state of the art equipment in an incredible facility! Schedule will vary depending on the areas of participation and that will be worked out with the individual students and the instructors once we know how many we have this year. This is a great opportunity for our young technicians to see where their interests are as they will have exposure to all aspects of tech.

To sign up print the registration form and liability waiver and mail to the address on the form. Scholarship funds are available for our technical students and should you wish to apply you can request the scholarship application by sending an email to Raylene at [rsalazar@covinacenter.com](mailto:rsalazar@covinacenter.com)

**WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM NON PROFIT**

I, \_\_\_\_\_, On behalf of \_\_\_\_\_  
(hereinafter referred to as "CHILD" HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Covina Center for the Performing Arts and Young Performers Institute a non profit 501C (3), and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Covina Center for the Performing Arts and Young Performers Institute provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions that said CHILD will participate in may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in the requested activities and CHILD'S only limitations or activities from which said CHILD is prohibited are noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise including any claims of personal injury, death or damage to personal property associated with Covina Center for the Performing Arts and Young Performers Institute, including, but not limited to the participation in any volunteer activities, being transported to and from the volunteer site, consuming food, recreational activities or otherwise, or using the facility and its equipment, or other related activities on and off the premises.

The WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Covina Center for the Performing Arts and Young Performers Institute whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical conditions: CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD should require emergency medical care:

Prohibited Activities: As a result of the above-mentioned medical conditions, I, on behalf of said CHILD, am prohibiting involvements in the following specific activities:

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name of CHILD \_\_\_\_\_

Printed name of parent (Guardian) \_\_\_\_\_

Signature of parent (Guardian) \_\_\_\_\_





**YOUNG PERFORMERS INSTITUTE**  
**Technical Registration Form – Summer 2010**  
**Tuition \$100.00**

**Contact Information (PLEASE PRINT)**

Parent(s) Name(s): \_\_\_\_\_

Technicians Name: \_\_\_\_\_ Age \_\_\_\_ M \_\_\_\_ F \_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Day (\_\_\_\_) \_\_\_\_\_ Eve (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

*Please circle the phone number you prefer be on the contact list.*

E Mail: \_\_\_\_\_ @ \_\_\_\_\_

**Payment Method: Cash or Personal Check (sorry we are no longer accepting credit or debit cards)**

Check enclosed for \$ \_\_\_\_\_ Payable to *Young Performers Institute*

***Mail registration to:***

***Young Performers Institute - Attention: Raylene 110 N. Citrus Ave Covina, CA 91723***  
***You will receive an email confirmation once registration is received.***

**Important Information**

All payment for registration is final. Full payment must be received 24 hours prior to the session.  
Class size is strictly limited and course offerings are subject to minimum enrollment.

***Please print and fill out the liability waiver form and include with registration.***

\*\*\*\*\*

**Office Use**

Date received \_\_\_\_/\_\_\_\_/\_\_\_\_ Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_

Email sent \_\_\_\_\_



# Volunteer Interest Form

Name (Please Print) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Mailing Address \_\_\_\_\_ Apt/Unit \_\_\_\_\_  
City \_\_\_\_\_ ZIP \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
When & How Best to Contact You \_\_\_\_\_

## **Areas of Potential Interest**

- ☐ Box Office      ☐ Lobby / Ushering      ☐ Lobby / Concessions  
☐ Banquet Cleanup      ☐ Set Construction, Painting, Etc.  
☐ Costume Assistance      ☐ Props Assistance  
☐ School or Community Ambassador: Distribute fliers/posters/postcards around campus facilities or community outlets such as cafes, bookstores, and student unions (with appropriate permissions!)

☐ Other \_\_\_\_\_

## **About You**

Why You Are Interested in Volunteering at CCPA \_\_\_\_\_  
\_\_\_\_\_  
(continue on reverse if needed)

Current Volunteer Commitments \_\_\_\_\_

Previous Volunteer Experience \_\_\_\_\_

Language Skills – Besides English: Speak \_\_\_\_\_ Read \_\_\_\_\_

Other Important Information – Special Skills, Interests, Etc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(continue on reverse if needed)

## **Availability**

Weekdays ☐ Morning ☐ Afternoon ☐ Evening  
Saturday ☐ Morning ☐ Afternoon ☐ Evening  
Sunday ☐ Afternoon ☐ Evening  
NOT available \_\_\_\_\_

## **CCPA Staff or Volunteers That You Know**

(1) \_\_\_\_\_ (2) \_\_\_\_\_

*Thank you for your interest. There is no obligation!!! You will be contacted and a staff member will discuss opportunities, expectations, scheduling, and rewards with you.*

**C+P**  
**COVINA CENTER**  
 FOR THE PERFORMING ARTS

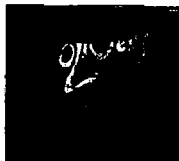
# Main Stage



**FOREIGNER**  
 Feb 28th - March 28



April 15th - May 16th



July 1st - August 6th



Sept. 15th - Oct. 17th



Dec. 2nd - Dec. 18th



# Special Events



**FRITZ COLEMAN**  
 January 8th - 10th



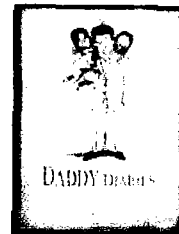
**PAUL CASEY**  
**ELVIS The Musical**  
 American Trilogy  
 Jan. 13th - 17th



**The Sentimental Sisters**  
 Feb. 4th, 5th and 6th



**ALI ENGLAND SAM**  
 Broadway and Beyond  
 April 2nd - 3rd



**RICK NIJERA'S**  
**Daddy Dances**  
 June 4th, 5th and 6th



**Festival of**  
**NEW AMERICAN**  
**MUSICALS**  
 June 11th, 12th and 13th



**Young Performers**  
**Institute Annual**  
**Performance**  
 July 27th - August 7th



**NOT FADE AWAY**  
 50's and 60's  
 Rock and Roll  
 Aug. 27th and 28th



**RICK NIJERA'S**  
**LATINOLOGUES**  
 Oct. 22nd, 23rd and 24th



**THE HAUNTED THEATRE**  
**(Haunted House)**  
 Oct. 27th - 31st

**Call (626) 331-8133 for Tickets**

FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)  
Contact: Retha Champion 626) 331-8133 X 614

FOR IMMEDIATE RELEASE

## The Foreigner

to open February 26

**(February 10, 2010):** The Covina Center for the Performing Arts proudly presents **Larry Shue's *The Foreigner*** as its first production of the 2010 Season. The four weekend run opens on February 26 at the center's newly constructed facility at Citrus and Badillo.

Set in a hunting and fishing lodge in rural Georgia, a shy young man poses as a foreigner who speaks no English, in order to reveal the truth about some villainous local characters who intend to take ownership of the lodge for a KKK headquarters. The late **Larry Shue's** comedic work won the 1985 Outer Critics Circle Award for Best New American Play.

**John Butz**, most recently seen at CCPA in ***HMS Pinafore*** and ***A Christmas Carol*** makes his directorial debut for CCPA with ***The Foreigner***. "Although a newcomer to California, **Butz** is no newcomer to the stage, bringing an extensive Midwest directorial and acting resume that includes such titles as ***Our Town***, ***The Rainmaker***, ***Carnival***, and ***Once Upon a Mattress***," according to **Angelo Collado**, CCPA resident producer. "**John** is a great new addition to our directorial stable."

**Bruce Man**, a recent arrival from the London Academy of Dramatic Arts leads the cast of seven in the title role. Others in the cast include **Michael Cavalero** as Froggy; **Dani Thompson** as Betty; **David Billman** as Owen; **Anthony Rutowicz** as Ellard; **Jesica Dal Canton** as Catherine; and **Paul Lange** as David.

**Jeremy Lochner** is assistant director and **Kenneth Crowley** stage manages.

Performances will be Friday and Saturdays at 8 pm and Sunday matinees at 2 pm through March 28. Tickets are \$34.

Tickets for ***The Foreigner***, the Alison England Sam concert, ***Opera, Broadway and Beyond***, April 2 and 3, and season tickets may be obtained by calling the CCPA box office at 626-331-8133. Information about all of CCPA's activities and opportunities may be obtained by visiting its website at

FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)  
Contact: Retha Champion 626) 331-8133 X 614

FOR IMMEDIATE RELEASE

# Alison England Sam

## sings Opera, Broadway and Beyond

### two nights only April 2 and 3

**(March 26, 2010):** The Covina Center for the Performing Arts is proud to present Soprano **Alison England Sam** in her one woman show, **Opera, Broadway and Beyond** for two nights only, April 2 and 3, at 8 pm at the center's newly remodeled theatre at the corner of Citrus and Badillo in the heart of downtown Covina.

**England Sam**, who has been characterized as "outstanding...time-stopping...vibrant...penetrating" by critics for the Los Angeles Times, Seattle Times, Miami Herald and Opera News brings her powerful vocal and interpretive skills to the **CCPA** stage for a concert with wide-ranging appeal.

Her one woman show, **Opera, Broadway & Beyond** has toured the US since 2002. As a concert soloist she has appeared with symphonies and chorales around the world, at major concert halls including the Dorothy Chandler Pavilion, Kennedy Center, Avery Fisher Hall, Ambassador Auditorium, Orange County Center for the Performing Arts and Radio City Music Hall.

**England Sam** also has performed the contemporary music *The Sound of Music*, *The King & I*, *Man of La Mancha*, *Brigadoon*, and *Wonderful Town*. She has starred as Mrs. Santa Claus at Radio City Music Hall.

**England Sam** graced the set of ABC's *Dharma & Greg* for two seasons. Her national commercial for Sky-Tel, as a sword-throwing Brunnehilde is still running

Both performances, Friday and Saturday, will be at 8 pm. Tickets are \$35.

FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)

Contact: Retha Champion 626) 331-8133 X 605.

FOR IMMEDIATE RELEASE

## **Three Special Events**

### **Open summer season at CCPA**

**(May 14, 2010):** The Covina Center for the Performing Arts is proud to announce three varied special events on three quickly approaching weekends--May 19 through June 13-- to open the summer season at The Covina Center for the Performing Arts at its newly reconstructed facility at Citrus and Badillo in downtown Covina.

Celebrity illusionists ***The Edward Twins*** are set to appear on May 19-23 for a four-night run of ***"Celebrities On Stage."*** Anthony and Eddie Edwards, identical twins, perform over 50 celebrity impersonations, recreating the styles of Barbra Streisand, Cher, Neil Diamond, and Elton John, to name just a few. The 'celebrities' appear complete with iconic costumes, accessories, and hair, in an act that has headlined regularly in Las Vegas and throughout the United States. The Edwards Twins perform May 19, 20, 21, 22 at 8 pm and on May 23 at 2 pm. Photo opportunities and VIP seating are available.

***Rick Nijera*** follows with his ***"Diary of a Dad Man"*** on June 4, 5 and 6, and ***ValLimar Jansen*** concludes the series with ***"Sweet Mama String Bean, A Celebration of the Life and Times of Ethel Waters,"*** on June 11, 12, and 13.

"Diverse and quality programming," is how CCPA Executive Director Retha Champion characterized the coming attractions.

Ticket prices for all the events are \$35. Tickets may be obtained by calling the box office at 626-331-8133 or by visiting the CCPA website at [www.covinacenter.com](http://www.covinacenter.com).

FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)  
Contact: Retha Champion 626) 331-8133 X 605.

FOR IMMEDIATE RELEASE

# ***Sweet MaMa String Bean***

Opens June 11 at CCPA

(June 1, 2010): The Covina Center for the Performing Arts is proud to present **ValLimar Jansen** as ***Sweet MaMa String Bean***, a one woman show recreating the life and career of **Ethel Waters**, for three performances only, June 11, 12 and 13.

**Jansen** has sung and toured professionally nationwide and in Switzerland, France, Japan, Belgium, Germany, Italy and Israel. **Jansen** has appeared with the Broadway touring cast in ***Raisin***, the Tony award winning musical based on the play ***A Raisin in the Sun***. Her performance as **Ethel Waters** received a special commendation from the Kennedy Center in Washington, D.C. Frank Jansen, musical director and husband of the vocalist will lead the orchestral accompaniment at the piano.

***Sweet MaMa String Bean*** is co-authored by **Jansen** and Cal State University Professor **William Slout** to commemorate the achievements of **Waters**, who was born in the late 1880's and broke down racial barriers for other artists. **Waters** was the first black woman to sing on the radio, to star in a Broadway show, and to be nominated for an Academy Award.

**Jansen's** performance will feature signature songs of **Waters'**, including ***Am I Blue***, ***Stormy Weather***, ***Supertime***, and ***St. Louis Blues***. Early jazz hits from **Waters'** club days include ***Heebie Jeebies***, ***Shake That Thing***, and ***My Handy Man Ain't Handy No More***.

“***'String Bean'*** is a fortuitous acquisition for the CCPA 2010 Season,” stated Executive Director Retha Champion. “It is an original work by a local artist to replace the Festival of New American Musicals event previously announced for the upcoming season. It is still a first class work and promising new material for the musical theatre stage,” Champion concluded.

Tickets for the event are \$35 and may be obtained at the theatre box office at 104 N Citrus Ave, Covina ( 626 331 8133), or online at [www.covinacenter.com](http://www.covinacenter.com). Curtain times are at 8 pm for the Friday and Saturday performances, with a special 3 pm curtain for the June 13 Sunday matinee.

FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)  
Contact: Retha Champion 626) 331-8133 X 614

**FOR IMMEDIATE RELEASE**

## Jay Munns and the Sentimental Sisters

Headline CCPA's next special event

February 4, 5 and 6

**(January 25, 2010):** The Covina Center for the Performing Arts proudly presents the third in our series of special events for **Season 2010**. *Jay Munns and The Sentimental Sisters* will be appearing February 4, 5, and 6 at the newly constructed state of the art theatre at Citrus and Badillo in downtown Covina.

*Munns* is the featured keyboardist and arranger for *The Sentimental Sisters*, a trio of local singers, *Marilyn Cluff, Renee Starr, and Janna O'Bryant*, who recreate the styles, rhythms and harmonies of the Andrew Sisters and other musical headliners of the 1940's.

*"The Sentimental Sisters* were featured last winter in CCPA's Cabaret Series," Executive Producing Director Retha Champion explained, "and the warm reception they received from our audiences made it imperative that we move them to the main stage as a special event for the new year. The group recaptures highlights of America in the forties, when the musical events at the USO bolstered the spirit of men and women serving in America's armed forces."

"Audiences will not fail to be moved by their special treatment of songs, harmonies and rhythms from the great American songbook," she concluded. All three members of the group are San Gabriel Valley residents.

Curtain is at 8 pm for all three performances and all tickets are \$35.

Tickets for the event can be obtained by calling the CCPA box office at 626-331-8133 or by visiting the CCPA website at [www.covinacenter.com](http://www.covinacenter.com).

Information about the upcoming **Valentine Day** attraction – *Love's Journey*, performing February 12 and 13—or season tickets is also available by phone or on the website.



FOR THE PERFORMING ARTS

[www.covinacenter.com](http://www.covinacenter.com)

Contact: Retha Champion 626) 331-8133 X 605.

FOR IMMEDIATE RELEASE

# Nunsense

April 15 through May 16

(*March 26, 2010*): The Covina Center for the Performing Arts announces the opening of Dan Groggin's musical review *Nunsense* April 15, for a six week run at its newly reconstructed facility at Citrus and Badillo. *Nunsense* will be performed Thursdays, Fridays and Saturdays at 8 pm with Sunday matinees offered at 2 pm.

*Nunsense* opened in 1985 and became the second longest running off-Broadway show in musical theatre history, winning Outer Critic Circle Awards for Best Book, Best Music and Best Production. The show is a musical review staged by five nuns seeking to raise money for the burials of departed sisters who have been poisoned by a tainted batch of vichyssoise. Desperate for funds, the sisters co-opt a local high school stage for their review, handily performing star solo turns, dance routines and audience quizzes on a set that remains from the school's recent production of the musical *Grease*.

Featured in CCPA's production are veterans and newcomers to the CCPA stage from throughout the San Gabriel Valley, Long Beach and Los Angeles. Sally Robinson is the Mother Superior Sister Mary Regina, a former circus performer; Jacquelyn Levy is her ambitious second in command, Sister Hubert; Caitlin Lopez is the street-wise Sister Mary Regina; Ann Villella is ballerina wanna-be, Sister Mary Leo, and Joanna Levin is Sister Mary Amnesia, a novice who lost her memory when a crucifix fell on her head. Amanda Ditto and Christina Wagenet complete the ensemble.

The production is directed by Alison England Sam, most recently seen in her one-woman show *Opera, Broadway, and Beyond* at CCPA. England Sam also performed Mama Rose in 2009's *Gypsy* and directed *HMS Pinafore* at CCPA in October, 2009. Yazmine Fleming-Peterson is musical director for *Nunsense*; Dan Cloud is performance pianist. Angelo Collado is producer/technical director and Stacy Benjamin will stage manager, assisted by Adreinne Mora.

Tickets for the production, which will run until May 16, are \$34, and may be obtained by calling the box office at 626-331-8133 or by visiting the CCPA website at [www.covinacenter.com](http://www.covinacenter.com).

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[www.covinacenter.com](http://www.covinacenter.com)  
Contact: Retha Champion 626) 331-8133 X 605.

FOR IMMEDIATE RELEASE

# ***Oliver!***

Opens July 1 at CCPA

(June 24, 2010): The Covina Center for the Performing Arts is proud to announce the opening of its summer musical ***Oliver!*** for a six week- end run, July 1 through August 8. This production of the 1963 Tony winning Lionel Bart musical, based on the Dicken's classic *Oliver Twist* is directed, choreographed, and designed by CCPA veteran ***Angelo Collado***.

The title role of *Oliver* will be alternated between ***Joseph Banuelos*** of La Verne and ***Dillan Klena*** of West Covina. ***Joseph*** will open as the orphaned *Oliver*, and ***Dillan*** will open in the role of the streetwise *Artful Dodger*. The *Dodger* will also be played by ***Ian Berry*** of San Dimas.

***Kelly Roberts***, a newcomer to the CCPA stage, is the comic villain, *Fagin*; ***Samantha Claire*** plays *Nancy*, the tragic heroine originated by ***Georgia Brown*** on Broadway, and ***Anthony Rutowicz***, recently seen in the CCPA production of *The Foreigner*, will play *Bill Sykes*.

***Yazmine C. Fleming-Peterson***, of the American Academy of Dramatic Arts who most recently directed CCPA's *Nunsense* will serve as musical director of this cast of 45, with ***Chris Cotone***, lighting director for last season's *A Light In the Piazza* returning to CCPA with the lighting design. ***Kelly Tracey*** costumes the 1850's classic, assisted by ***Liz Dreisbach***. ***Amanda Simeone*** is the dialect coach and ***Nandy Novoa*** will stage manage.

Others in the cast include ***Joel Simeone***, Mr Bumble; ***Jill Gerber***, Widow Corney; ***Peter Bueras*** and ***Bethany Stavros*** as Mr. and Mrs. Sowerberry; ***Sarah Palmer*** as Charlotte; ***Lindsey Conway*** and ***Britney Voitel*** share the role of Bet; and ***David Billman*** is Mr. Brownlow. ***Amanda Simeone*** is Mrs. Bedwin; ***Darren Bonaparte*** is Noah; ***Kristin Carty*** is Old Sally and ***Bethany Stavros*** is the Old Lady. Rounding out the ensemble, playing workhouse boys, street runners, pickpockets, vendors, criers, watchmen, charman, crowd chorus and other minor characters are ***Louie***

***Acosta, Molly Billman, Brooke Boyd, Marvin Brown, Hally Faust, Faith Ruehlman, and Sergio Velasco.***

Youths in the cast are students enrolled in the **Young Performers Institute** summer program including ***Thalia Atallah, Emily and Isabel Baeza, Amanda Bourne, Juliana Coral, Skylir Dennis, Mirabella Isais, Isabell Juarez, Mira and Lyssandra Klier, Rachel Stallings, Andrea Barboza, and Erin Lopez.*** They will play street urchins and pickpockets.

The production will run Thursdays through Sundays. The curtain for Thursdays, Fridays and Saturday will be at 8 pm, and Sunday matinees will begin at 2 pm. The show will run from July 1 through August 8. No performance will be offered July 4. All seats are \$34 and may be purchased by calling the box office at 626 331 8133 or on line at [www.covinacenter.com](http://www.covinacenter.com).

## **COVINA REDEVELOPMENT AGENCY**

### **AGENDA ITEM COMMENTARY**

**MEETING DATE:** September 15, 2009

**ITEM NO.:** NB 3

**STAFF SOURCE:** Robert Neiuber, Deputy Executive Director <sup>AN</sup>  
Nikki Miller, Senior Management Analyst

**ITEM TITLE:** Approve request by Covina Center for the Performing Arts for Agency Assistance with royalties and production expenses

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#### **AGENCY STAFF RECOMMENDATION**

Approve request by Covina Center for the Performing Arts (CCPA) for Agency assistance with royalties, fees, and production expenses.

#### **FISCAL IMPACT**

There is no General Fund impact; the \$209,484 requested is available in Redevelopment Land Proceeds Fund balance Account No. 5031-0000-00-33000 and would be transferred to 5031-4650-00-53990 for disbursement.

#### **BACKGROUND**

The Covina Center for the Performing Arts has requested that the Covina Redevelopment Agency (Agency) provide funding to cover royalties, fees, and production costs for their 2010 Season in the amount of \$209,484. The Agency has assisted in this area in the past and found that this assistance provides stimulus for the economic development of the downtown (Redevelopment Project Area 2) and attracts business activity to our downtown. Supporting the arts and the various entertainment, educational and community programs that the CCPA provides is vital to the continued growth of the Downtown, the Citrus Avenue corridor, and the City as a whole.

On June 17, 2008, the Agency unanimously approved a request from the CCPA for \$239,400 in funds to pay for royalties, fees, and production costs for the 2009 Season in order to promote business activity and economic development in the Downtown. Those funds have been utilized with proper documentation submitted prior to disbursement of the funds. When those funds were approved, staff included a warning in the Agenda Item Commentary that this level of funding may not be available in subsequent years. This year's CCPA request does reflect a decrease of almost \$30,000 from their previous year's request.

While the amount of the request has decreased, the availability of Agency funds has also decreased due to the State's taking of CRA funds, reduced Property Tax values and increased overhead costs. Based on the latest cash flow projections the Agency is not be able to provide funding using Project Area Two funds. Land Proceed Funds could be used to provide funding for this economic development project, but that in turn will decrease our ability to consider land purchases in Project Area Two.

It is clear from the CCPA letter that self-funding is their goal. The information they provided shows that they expect that production expenses, general and administrative costs and production overhead will total approximately \$605,000 in 2010. They expect that the revenue that they receive from productions in 2010, 118 performances, will be approximately \$337,000. The difference between expenses and costs would come from Agency funding, fund raising, various other CCPA projects, and charitable donations.


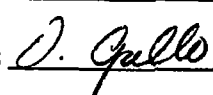

The CCPA will be instituting several new projects and programs this year and seeking grants. Starting in October, they will be having Cabaret nights every Wednesday evenings with mixed local entertainment in the Champion Circle where you can have drinks and listen to a mixture of musical talents every week. In November, they will be introducing a Mystery Dinner Theatre in the Champion Circle and Banquet room, which will be an ongoing affair through the next year. Throughout the year, they have regularly established fundraisers and they will be putting into place new ones for the next season. They have also increased their rental abilities. In the last year, a Ladies Guild for the Theatre has been active and is working on programs on fundraising for the theatre.

Their Young Performers Institute program for fall offers many programs available to students and adults, from acting, singing classes by some notable instructors to dancing, yoga and script readings for young and adults, which will continue throughout the 2010 season. It is their intent to get the grants going, rentals and other events/fundraiser so that the theatre will become self-sufficient. In the meantime, they have been working on keeping their overhead costs to a minimum utilizing programs that are available to Non-Profits at a reduced rate and applying cost saving measures within the theatre wherever possible.

The Agency will work closely with the CCPA to look at ways to maximize revenue and minimize costs, as Agency funding may not be available in the next fiscal year.

#### **EXHIBITS**

- A. CCPA request for assistance
- B. June 17, 2008 Agenda Item Commentary

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

**COVINA REDEVELOPMENT AGENCY**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** 7/20/2010

**ITEM NO.:** CC 13

**STAFF SOURCE:** Dilu De Alwis, Finance Director

**ITEM TITLE:** Payment of Demands

---

**STAFF RECOMMENDATION:**

Approve Payment of Demands in the amount of **\$2,888,254.84**

**BACKGROUND:**

Attached list of warrants, demands, which are being presented for approval, for May 2010 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
<b>ACCOUNTS PAYABLE WARRANTS</b>		
May 10, 2010	5904-5906	\$2,552,195.81
May 13, 2010	5907-5929	\$218,679.30
May 20, 2010	5930-5939	\$56,708.24
May 26, 2010	5940-5943	\$12,419.08
May 27, 2010	5944-5951	\$25,821.97
May 12, 2010	(Reimburse PR Insurance)	\$3,129.92
May 25, 2010	(Reimburse PR Insurance)	\$3,098.73

**PAYROLL**


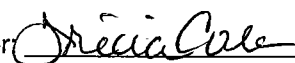
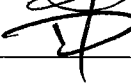
May 31, 2010	\$8,252.97
May 27, 2010	\$7,948.82

**VOIDS**

**GRAND TOTAL:** **\$2,888,254.84**

**EXHIBITS:**

**A. ACCOUNTS PAYABLE REGISTER**

REVIEW TEAM ONLY	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
RA00005904	CRA00036	COVINA DOWNTOWN ASSOC	05/10/10	7,500.00	MW	OH		
RA00005905	CRA00128	COVINA, CITY OF	05/10/10	4,604.81	MW	OH		Payee Name different in Check DB
RA00005906	CRA00288	LA CNTY AUDITOR CONTROLLER	05/10/10	2540,091.00	MW	OH		Payee Name different in Check DB
G R A N D T O T A L S:								
Total Void Machine Written				0.00			Number of Checks Processed:	0
Total Void Hand Written				0.00			Number of Checks Processed:	0
Total Machine Written				2552,195.81			Number of Checks Processed:	3
Total Hand Written				0.00			Number of Checks Processed:	0
Total Reversals				0.00			Number of Checks Processed:	0
Total Cancelled Checks				0.00			Number of Checks Processed:	0
Total EFTs				0.00			Number of EFTs Processed:	0
G R A N D T O T A L				2552,195.81				

Check#	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
RA00005907	CRA00545	AL-SAL OIL COMPANY INC	05/13/10	7,333.33	MW	OH		
RA00005908	CRA00626	ANDY GUMP INC	05/13/10	19.86	MW	OH		
RA00005909	CRA00543	BANK OF THE WEST	05/13/10	855.50	MW	OH		
RA00005910	CRA00656	CATHOLIC CHARITIES	05/13/10	867.96	MW	OH		
RA00005911	CRA00035	COVINA DISPOSAL CO	05/13/10	111.79	MW	OH		
RA00005912	CRA00166	COVINA LIONS BREAKFAST CLUB	05/13/10	340.00	MW	OH		
RA00005913	CRA00129	COVINA WATER & REFUSE, CITY OF	05/13/10	267.33	MW	OH		Payee Name different in Check DB
RA00005914	CRA00128	COVINA, CITY OF	05/13/10	975.00	MW	OH		Payee Name different in Check DB
RA00005915	CRA00128	COVINA, CITY OF	05/13/10	46,991.10	MW	OH		Payee Name different in Check DB
RA00005916	CRA00128	COVINA, CITY OF	05/13/10	140,867.88	MW	OH		Payee Name different in Check DB
RA00005917	CRA00034	DH MAINTENANCE SERVICES	05/13/10	345.00	MW	OH		Payee Name different in Check DB
RA00005918	CRA00027	EDISON CO	05/13/10	42.09	MW	OH		
RA00005919	CRA00027	EDISON CO	05/13/10	23.30	MW	OH		
RA00005920	CRA00635	HANEY'S LANDSCAPE MAINTENANCE	05/13/10	1,200.00	MW	OH		
RA00005921	CRA00070	LEWIS OPERATING CORP	05/13/10	5,736.00	MW	OH		
RA00005922	CRA00595	REGINA COLLINS	05/13/10	2,812.50	MW	OH		Payee Name different in Check DB
RA00005923	CRA00570	SGV EXAMINER	05/13/10	151.98	MW	OH		
RA00005924	CRA00437	SO CALIF GAS COMPANY	05/13/10	76.35	MW	OH		
RA00005925	CRA00134	TERRILL PUBLICATIONS	05/13/10	3,090.00	MW	OH		
RA00005926	CRA00212	VERIZON CALIFORNIA	05/13/10	58.72	MW	OH		
RA00005927	CRA00394	VISTA POINTE APARTMENTS	05/13/10	1,452.00	MW	OH		
RA00005928	CRA00661	YASMIN, SHABANA	05/13/10	2,661.61	MW	OH		
RA00005929	CRA00125	YWCA WINGS SHELTER	05/13/10	2,400.00	MW	OH		



Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
=====								
G R A N D T O T A L S:								
=====								
•		Total Void Machine Written		0.00		Number of Checks Processed:		0
.		Total Void Hand Written		0.00		Number of Checks Processed:		0
		Total Machine Written		218,679.30		Number of Checks Processed:		23
		Total Hand Written		0.00		Number of Checks Processed:		0
		Total Reversals		0.00		Number of Checks Processed:		0
		Total Cancelled Checks		0.00		Number of Checks Processed:		0
		Total EFTs		0.00		Number of EFTs Processed:		0
=====								
G R A N D T O T A L				218,679.30				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
RA00005930	CRA00663	CHARLIE PARK	05/20/10	494.62	MW	OH		
RA00005931	CRA00516	COVINA CENTER FOR THE	05/20/10	46,552.00	MW	OH		
RA00005932	CRA00128	COVINA, CITY OF	05/20/10	139.40	MW	OH		Payee Name different in Check DB
RA00005933	CRA00662	DALEY TECHNOLOGY SYSTEMS LLC	05/20/10	86.00	MW	OH		
RA00005934	CRA00635	HANEY'S LANDSCAPE MAINTENANCE	05/20/10	2,485.00	MW	OH		
RA00005935	CRA00057	HDL COREN & CONE	05/20/10	3,150.00	MW	OH		Payee Name different in Check DB
RA00005936	CRA00650	OLIVE TREE APARTMENTS	05/20/10	350.00	MW	OH		
RA00005937	CRA00595	REGINA COLLINS	05/20/10	1,987.50	MW	OH		Payee Name different in Check DB
RA00005938	CRA00273	UNITED SITE SERVICES OF CA IN	05/20/10	263.72	MW	OH		Payee Name different in Check DB
RA00005939	CRA00125	YWCA WINGS SHELTER	05/20/10	1,200.00	MW	OH		
G R A N D   T O T A L S:								
Total Void Machine Written				0.00			Number of Checks Processed:	0
Total Void Hand Written				0.00			Number of Checks Processed:	0
Total Machine Written				56,708.24			Number of Checks Processed:	10
Total Hand Written				0.00			Number of Checks Processed:	0
Total Reversals				0.00			Number of Checks Processed:	0
Total Cancelled Checks				0.00			Number of Checks Processed:	0
Total EFTs				0.00			Number of EFTs Processed:	0
G R A N D   T O T A L				56,708.24				

Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note	
RA00005940	CRA00530	BRANCHEAU, LISA	05/26/10	8.00	MW	OH			
RA00005941	CRA00192	NEUBER, ROBERT	05/26/10	24.00	MW	OH			
RA00005942	CRA00116	US BANK	05/26/10	12,039.79	MW	OH			
RA00005943	CRA00642	XO COMMUNICATIONS	05/26/10	347.29	MW	OH			
G R A N D   T O T A L S:									
Total Void Machine Written			0.00					Number of Checks Processed:	0
Total Void Hand Written			0.00					Number of Checks Processed:	0
Total Machine Written			12,419.08					Number of Checks Processed:	4
Total Hand Written			0.00					Number of Checks Processed:	0
Total Reversals			0.00					Number of Checks Processed:	0
Total Cancelled Checks			0.00					Number of Checks Processed:	0
Total EFTs			0.00					Number of EFTs Processed:	0
G R A N D   T O T A L				12,419.08					


Check	Payee ID.	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note	
RA00005944	CRA00013	ASSOCIATED COURIER SVC	05/27/10	68.95	MW	OH			
RA00005945	CRA00549	BEST BEST & KRIEGER LLP	05/27/10	16,985.56	MW	OH			
RA00005946	CRA00219	CAT SPECIALTIES INC	05/27/10	55.97	MW	OH		Payee Name different in Check DB	
RA00005947	CRA00027	EDISON CO	05/27/10	26.00	MW	OH			
RA00005948	CRA00056	HIMES AND HIMES INC	05/27/10	5,000.00	MW	OH			
RA00005949	CRA00664	MORRIS, ZENNA	05/27/10	1,640.49	MW	OH			
RA00005950	CRA00107	SMITH FAMILY TRUST	05/27/10	520.00	MW	OH			
RA00005951	CRA00446	SYSTEMS INTERNATIONAL INC	05/27/10	1,525.00	MW	OH			
G R A N D T O T A L S:									
Total Void Machine Written				0.00				Number of Checks Processed:	0
Total Void Hand Written				0.00				Number of Checks Processed:	0
Total Machine Written				25,821.97				Number of Checks Processed:	8
Total Hand Written				0.00				Number of Checks Processed:	0
Total Reversals				0.00				Number of Checks Processed:	0
Total Cancelled Checks				0.00				Number of Checks Processed:	0
Total EFTs				0.00				Number of EFTs Processed:	0
G R A N D T O T A L				25,821.97					

# COVINA REDEVELOPMENT AGENCY

## AGENDA ITEM COMMENTARY

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 14

**STAFF SOURCE:** Robert Neiuber, Deputy Executive Director  
Nuala Gasser, Sr. Redevelopment Manager 

**ITEM TITLE:** Approval of an Exclusive Right to Negotiate Agreement regarding development of the property at 635 S. Citrus Avenue, 611 S. Citrus Avenue and 120 W. Rowland Street, Covina Revitalization Redevelopment Project No. 1

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### AGENCY STAFF RECOMMENDATION

Adopt Resolution No. 10-634 approving an Exclusive Right to Negotiate Agreement ("ERN") between the Covina Redevelopment Agency ("Agency") and Jules Boand and Alex Alvarez ("Developer").

### FISCAL IMPACT

None. Granting of an ERN does not obligate funding.

### BACKGROUND

The subject site includes 635 S. Citrus Avenue, a parcel in Project Area One (Parcel One), and two additional adjacent parcels, 611 S. Citrus Avenue and 120 W. Rowland Street Covina (Parcel Two), which are under long-term lease by the Redevelopment Agency (collectively, the "Property").

The recent termination of the Enterprise lease has created an expanded opportunity for development for the site at the south-west corner of Citrus and Rowland. Jules Boand and Alex Alvarez ("Developer") are proposing to develop the Property with a single retail/service use on the site that is consistent with the adopted General Plan. Agency staff recommends that an ERN for the development and use of the Property be entered into with Developer.

The developer is interested in purchasing Parcel 1 and assuming the lease on Parcel 2, as shown on the attached Site Map (Exhibit B). Staff believes that entering into an ERN with Developer may bring about the development of a retail/service development to the site. The ERN will provide a period of 180 days (six months) in which the Developer will further define the proposal. Assuming the Agency and Developer are making progress on a proposed development, the ERN contemplates a possible sixty (60) day extension.

### EXHIBITS

- A. Resolution
- B. Site Location Map
- C. Exclusive Right to Negotiate Agreement

### REVIEW TEAM ONLY

City Attorney: E. Mail / EL

Finance Director: GC / NFI

City Manager: 

Other: \_\_\_\_\_

## **EXHIBIT A**

### **RESOLUTION 10-634**

#### **A RESOLUTION OF THE COVINA REDEVELOPMENT AGENCY APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BETWEEN THE COVINA REDEVELOPMENT AGENCY AND JULES BOAND AND ALEX ALVEREZ**

WHEREAS, pursuant to the California Community Redevelopment Law (Health & Safety Code Sections 33000, *et seq.*) ('CRL'), the City Council of the City of Covina ('City' ('City Council')) approved and adopted a Redevelopment Plan ("Redevelopment Plan") for the redevelopment Project Area known as the Revitalization Project No. 1 ("Project Area"); and

WHEREAS, the Governing Board of the Redevelopment Agency of the City of Covina ('Agency') is engaged in activities to implement the Redevelopment Plan for the Project Area pursuant to the provisions of the CRL; and

WHEREAS, the Agency is engaged in activities necessary to execute and implement the General Plan and Five-Year Implementation Plan under the Agency's Redevelopment Plan; and

WHEREAS, in order to implement the Redevelopment Plan, the Agency proposes to enter into an Exclusive Right to Negotiate (ERN) to explore the development of an approximate 3 acre retail project on the southwest corner of Citrus Avenue and Rowland Street, and

WHEREAS, Jules Boand and Alex Alvarez ("Developer") is proposing to develop the site with a single retail/service use.

NOW, THEREFORE, BE IT RESOLVED BY THE COVINA REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The Agency hereby approves the ERN, attached hereto and incorporated herein by reference, together with non-substantive changes as many be approved by the Executive Director and Agency Attorney.

SECTION 2. The Board hereby authorizes and directs the Executive Director to execute the ERN and for the Executive Director and the Agency Attorney to take any action and execute any documents necessary to implement the ERN.

SECTION 3. The Secretary shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in full force.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010.

\_\_\_\_\_  
Peggy Delach, Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM;

\_\_\_\_\_  
Agency Attorney

I, \_\_\_\_\_ Secretary of the Covina Redevelopment Agency, hereby CERTIFY that Resolution No. 10-634 was adopted by the Covina Redevelopment Agency at a regular meeting of the Agency held July 20, 2010, and was approved and passed by the following vote:

AYES:

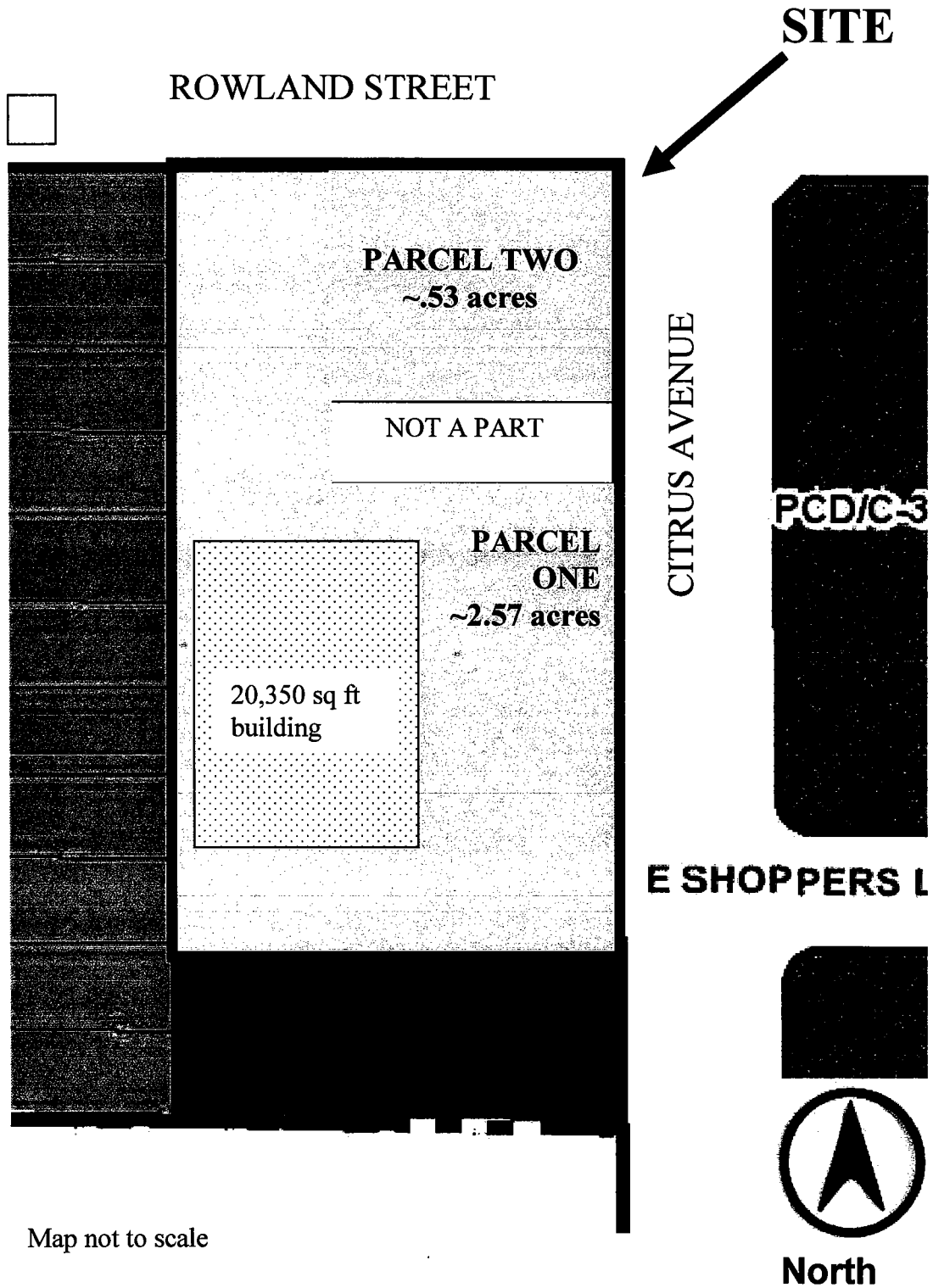
NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Agency Secretary

# EXHIBIT B SITE MAP





## EXHIBIT C

### EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

This EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT ("ERN" OR "Agreement") is entered into as of July 20, 2010 by and between the COVINA REDEVELOPMENT AGENCY ("Agency"), a public body corporate and politic ('Agency'), existing and acting pursuant to the California Community Redevelopment Law (Health and Safety Code Sections 33000, *et seq.*) ('CRL'), and Jules Boand and Alex Alvarez (Developer).

#### RECITALS

A. The City of Covina, California ('City'), approved and adopted the redevelopment plan ('Redevelopment Plan') for the redevelopment project area known as Project Area One covering a certain geographic area within the City ('Project Area'); and

B. The Agency acquired fee title in 1990, to and remains the current owner of certain real property located within the Project Area and generally located at 635 S. Citrus Avenue, and has a long-term lease on two additional adjacent parcels, 611 S. Citrus Avenue and 120 W. Rowland Street, Covina; and

C. The Developer has proposed the redevelopment of the Property; and

D. The intent of both the Agency and the Developer in entering into this Agreement is to establish a specific, limited period of time to negotiate regarding a future agreement between them governing the potential sale of the Property from the Agency to the Developer and development of the Property, all subject to mutually agreeable terms, conditions, covenants, restrictions and agreements to be negotiated and documented a future disposition and development agreement ('DDA').

NOW, THEREFORE, IN VIEW OF THE GOALS AND OBJECTIVES OF THE AGENCY RELATING TO THE IMPLEMENTATION OF THE REDEVELOPMENT PLAN AND THE PROMISES OF THE AGENCY AND THE DEVELOPER SET FORTH IN THIS AGREEMENT, THE AGENCY AND THE DEVELOPER AGREE, AS FOLLOWS:

#### 1. PROPERTY

##### 1.1 Property (Site)

Agency agrees to negotiate with Developer regarding certain real property (the "Site") which is shown on the Site Map, Attachment No. 1 attached hereto and made a part hereof, and which is legally described on Attachment No. 2 attached hereto and made a part hereof. Entering into this ERN is not a determination to acquire any real property or interest therein.

## 2. AGREEMENT

### 2.1 Good Faith Negotiations

The Agency and the Developer agree for the period set forth below to negotiate diligently and in good faith to prepare a DDA to be entered into between the Agency and the Developer concerning the Site which is shown on the Site Map. For the period herein provided, the Agency agrees to negotiate exclusively with the Developer, and not with any other person or entity, with regard to disposition of the Site currently owned and leased by the Agency.

### 2.2 Period of Negotiations

The Agency agrees to negotiate with the Developer for a period of 180 days from the date this ERN is approved by the Agency. If a DDA is so signed and submitted by the Developer (together with such deposit and documents as may be required) to the Agency Executive Director within such period, then this ERN is extended for 60 days from the date of such submittal to enable the Agency to (1) determine whether it desires to enter into such DDA, (2) take the actions necessary to authorize the Agency Executive Director to sign such DDA if the Agency desires to do so, and (3) sign the DDA. If the Agency Executive Director has not signed the DDA by such 60th day, then the ERN shall automatically terminate, unless the 60-day period has been mutually extended in writing by the Agency Executive Director or his Designee and the Developer. Either Party may terminate without cause this ERN on thirty (30) days written notice to the other Party.

## 3. PROPOSED DEVELOPMENT

### 3.1 Development Concept

The proposed development to be negotiated hereunder shall be for a single retail/service use for the whole of the property.

## 4. PURCHASE PRICE AND/OR OTHER CONSIDERATION

### 4.1 Purchase Price

The Developer and the Agency shall negotiate a purchase price for the Agency-owned portion of the Site prior to and as part of the DDA.

The Purchase Price will be based upon such factors as market conditions and any other matters relevant to establishing the fair market value for the purpose permitted to be developed.

The Agency and Developer with the assistance of the Agency's reuse

appraiser shall negotiate a final purchase price as part of the DDA under which the Developer will pay the Agency for the Agency-owned portion of the Site. The Developer acknowledges that the Agency and the City are seeking to maximize their financial return on any land sale and development plan. Developer shall cooperate in this effort by providing information as to estimated or actual costs, revenues, sales, financing, of the proposed development to the Agency and its consultants.

#### 4.2 Land Use and Zoning

The Agency shall request that the Planning Commission and City Council favorably consider Land Use Element and Zoning Ordinance amendments, if necessary, which will permit the development proposed by Developer on the Site.

Such initial recommendation by the Agency shall not in any way pre-commit the Agency, Planning Commission or City Council to any decision or course of action relative to this proposed development.

### 5. The Developer

#### 5.1 Nature of Developer

Jules Boand and Alex Alvarez will be the Master Developer for the project, overseeing all aspects of the development. Jules Boand and Alex Alvarez development responsibilities will be shared between all principals. The principals thereof will be the managing and controlling general partners in the development entity. The Developer shall not transfer or assign this ERN or any part hereof without prior written approval of the Agency.

Action by the Developer to assign or transfer this agreement or part thereof shall constitute a termination of the ERN.

#### 5.2 Offices of the Developer and Agency

The principal office of the Developer and Agency are located at:

##### Developer

Jules Boand and Alex Alvarez  
P.O. Box 2869  
San Gabriel, Ca. 91776

##### Agency

Covina Redevelopment Agency  
125 East College Street  
Covina, CA 91723  
Attention: Robert Neiuber, Deputy Director of Redevelopment  
(626) 384-5440

All communications shall be forwarded to the Developer and Agency at their respective addresses set forth above, by and of the following methods: first class U.S. mail or overnight express, postage prepaid, or by facsimile copy, or by personal delivery. Delivery shall be complete three (3) days after mailing or upon personal delivery, whichever is earlier. Delivery by facsimile copy must include confirmation of transmission to be effective.

6. Hold Harmless

6.1 Developer agrees to indemnify and hold the Agency and City including their officers, employees, and agents harmless for any claims, injuries, or damages arising out of any activity of the Developer, its agents, employees, and contractors, performed on or adjacent to the Site or in any way connected with or arising out of this ERN.

6.2 Agency agrees to indemnify and hold the Developer harmless for any claims, injuries, or damages arising out of any activity of the Agency, its agents, employees, and contractors, arising out of the ERN.

7. FINANCIAL CAPACITY OF THE DEVELOPER

7..1 Financial Statement

The Developer shall provide Agency with such financial materials that will permit the Agency to reasonably determine that the Developer has the financial capacity to successfully develop the Site. Developer shall update such statement(s) as new information becomes available during the course of the negotiations.

7.2 Full Disclosure

The Developer will be required to make and maintain full disclosure to the Agency of all methods of financing (construction, permanent) and the financing documents including land acquisition to be used in the development and shall make such information available to the Agency.

The Developer acknowledges the Agency's desire for an attractive, successful development of the Site, and the Agency's concern that the project is and will be economically feasible for the long term, and will therefore provide to the Agency and consultant full information which will permit an evaluation of the project's potential.

8. PLANNING AND ZONING REQUIREMENTS

8.1 California Environmental Quality Act

The Developer agrees to supply all information to the Agency and the Agency's consultants and to process all documents necessary to satisfy requirements of the California Environmental Quality Act. The Developer agrees to provide information to assist the Agency and its consultant in preparing appropriate environmental documents as applicable, and related traffic circulation studies, utility impact analysis, or other reports required by the City or Agency to assess or process this proposed project.

## 8.2 Planning and Building Fees

The Developer at his expense shall prepare and pay all fees for processing of Tentative Tract Maps, Precise Plan Reviews, Development Impact Fees, Design Reviews, zone changes, or any other modifications as may be necessary to complete this planning and development process.

## 9. PUBLIC HEARING

If the negotiations hereunder culminate in a DDA, such DDA becomes effective only if and when such DDA has been considered and approved by the Agency and the City Council after public hearing, and is executed by the Agency. Nothing herein shall require either the Agency or City Council to approve the ERN or DDA. The Developer will cooperate with the Agency and Council in the preparations for and conduct of public meetings or hearings on any required environmental documents, the DDA, Final Development Plan, and any other related reports.

## 10. REAL ESTATE COMMISSION

The Agency shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The Agency represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer agrees to hold the Agency harmless from any claim by any broker, agent or finder retained by the Developer. The Agency in the future will not utilize such services without the Developer's prior consent.

## 11. NOT A DEVELOPMENT AGREEMENT

This ERN shall not be construed to represent a "Development Agreement" with the City of Covina within the meaning of Sections 65864 through 65869.5 of the California Government Code.

## 12. PARTICIPATION BY EXISTING OWNERS AND TENANTS

Developer recognizes that certain tenant(s) or owner have or may express interest in participating in redevelopment of the Site and Developer agrees to consider such requests with Agency in evaluating such tenant and/or owner participation. This ERN shall not preclude Agency negotiations with such owners or tenants during the period of this ERN.

13. LIMITATION ON DAMAGES AND REMEDIES.

13.1 THE DEVELOPER AND THE AGENCY ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE DEVELOPER UPON THE BREACH OF THIS AGREEMENT BY THE AGENCY. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE DEVELOPER WOULD SUFFER UPON THE BREACH OF THIS AGREEMENT BY THE AGENCY, THE DEVELOPER AND THE AGENCY AGREE THAT A REASONABLE ESTIMATE OF THE DEVELOPER'S DAMAGES IN SUCH EVENT IS TWO THOUSAND DOLLARS (\$2,000) (THE "LIQUIDATED DAMAGES AMOUNT"). THEREFORE, UPON THE BREACH OF THIS AGREEMENT BY THE AGENCY, THE AGENCY SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE DEVELOPER AND THIS AGREEMENT SHALL TERMINATE. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE DEVELOPER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM ANY BREACH OF THIS AGREEMENT BY THE AGENCY.

<hr/> Initials of Authorized Representative of Agency	<hr/> Initials of Authorized Representative of Developer
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(a) THE AGENCY AND THE DEVELOPER EACH ACKNOWLEDGE AND AGREE THAT THE AGENCY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, IF IT WERE TO BE LIABLE TO THE DEVELOPER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY OTHER THAN TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT. ACCORDINGLY, THE AGENCY AND THE DEVELOPER AGREE THAT THE DEVELOPER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY UPON THE BREACH OF THIS AGREEMENT BY THE AGENCY IS TO TERMINATE THIS AGREEMENT AND RECEIVE THE LIQUIDATED DAMAGES AMOUNT.

(b) THE DEVELOPER ACKNOWLEDGES THAT IT IS AWARE OF THE MEANING AND LEGAL EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(c) CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF THE DEVELOPER TO BE BOUND BY THE LIMITATION ON DAMAGES, RECOVERY AND REMEDIES SET FORTH IN THIS SECTION 13, AND THE DEVELOPER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST THE AGENCY FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY BREACH OF THIS AGREEMENT, EXCEPT RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO THE DEVELOPER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. THE DEVELOPER SPECIFICALLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT WITH REGARD TO THE LIMITATIONS ON DAMAGES AND REMEDIES AND WAIVERS OF ANY SUCH DAMAGES AND REMEDIES CONTAINED IN THIS SECTION 13.

<hr/> Initials of Authorized Representative of Agency	<hr/> Initials of Authorized Representative of Developer
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14. DEFAULT.

14.1 Failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If the Party who is claimed to be in default by the other Party cures, corrects or remedies the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default, such Party shall not be in default under this Agreement. The notice and cure period provided in the immediately preceding sentence shall not, under any circumstances, extend the Negotiation Period. If there are less than fifteen (15) days remaining in the Negotiation Period, the cure period allowed pursuant to this Section 14 shall be automatically reduced to the number of days remaining in the Negotiation Period.

14.2 The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default. However, the injured Party shall have no right to exercise any remedy for a default under this Agreement, without first delivering written notice of the default.

14.3 Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

14.4 If a default of either Party remains uncured for more than fifteen (15) calendar days following receipt of written notice of such default, a "breach" of this Agreement by the defaulting Party shall be deemed to have occurred. In the event of a

breach of this Agreement, the sole and exclusive remedy of the Party who is not in default shall be to terminate this Agreement by serving written notice of termination on the Party in breach and, in the case of a breach by the Agency, the Developer shall also be entitled to receive the Liquidated Damages Amount.

15. Acknowledgments and Reservations.

15.1 The Agency and the Developer agree that, if this ERN expires or is terminated for any reason, or a future DDA is not approved and executed by both the Agency and the Developer, for any reason, neither the Agency nor the Developer shall be under any obligation, nor have any liability to each other or any other person regarding the sale or other disposition of the Property or the redevelopment of the Project or the Property.

15.2 The Agency reserves the right to reasonably obtain further information, data and commitments to ascertain the ability and capacity of the Developer to lease, develop and operate the Property. The Developer acknowledges that it may be requested to make certain financial disclosures to the Agency, its staff, legal counsel or other consultants, as part of the financial due diligence investigations of the Agency relating to the potential sale of the Property and redevelopment of the Property by the Developer and that any such disclosures may become public records. The Agency shall maintain the confidentiality of financial information of the Developer to the extent allowed by law, as determined by the City Attorney.

15.3 The Developer shall not discriminate against nor segregate any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry in undertaking its obligations under this Agreement.

16. Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 15, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and other consultants, when such fees are considered necessary by the Developer.

17. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit any person or entity other than the Agency or the Developer.

18. Governing Law. The Agency and the Developer acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Azusa, California. The Agency and the Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, without application of such laws' conflicts of laws principles.

19. Attorneys' Fees. If either Party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, then the prevailing Party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees. For the purposes hereof the words 'reasonable attorneys' fees'



mean and include, in the case of Agency, salaries and expenses of the lawyers employed by Agency (allocated on an hourly basis) who may provide legal services to Agency in connection with the representation of Agency in any such matter.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Negotiation Agreement as of the date and year set opposite their signatures.

COVINA REDEVELOPMENT AGENCY,  
a public body

Date: \_\_\_\_\_

By: \_\_\_\_\_

Daryl Parrish  
Executive Director

ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Toni Taber  
Agency Secretary

DEVELOPER

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

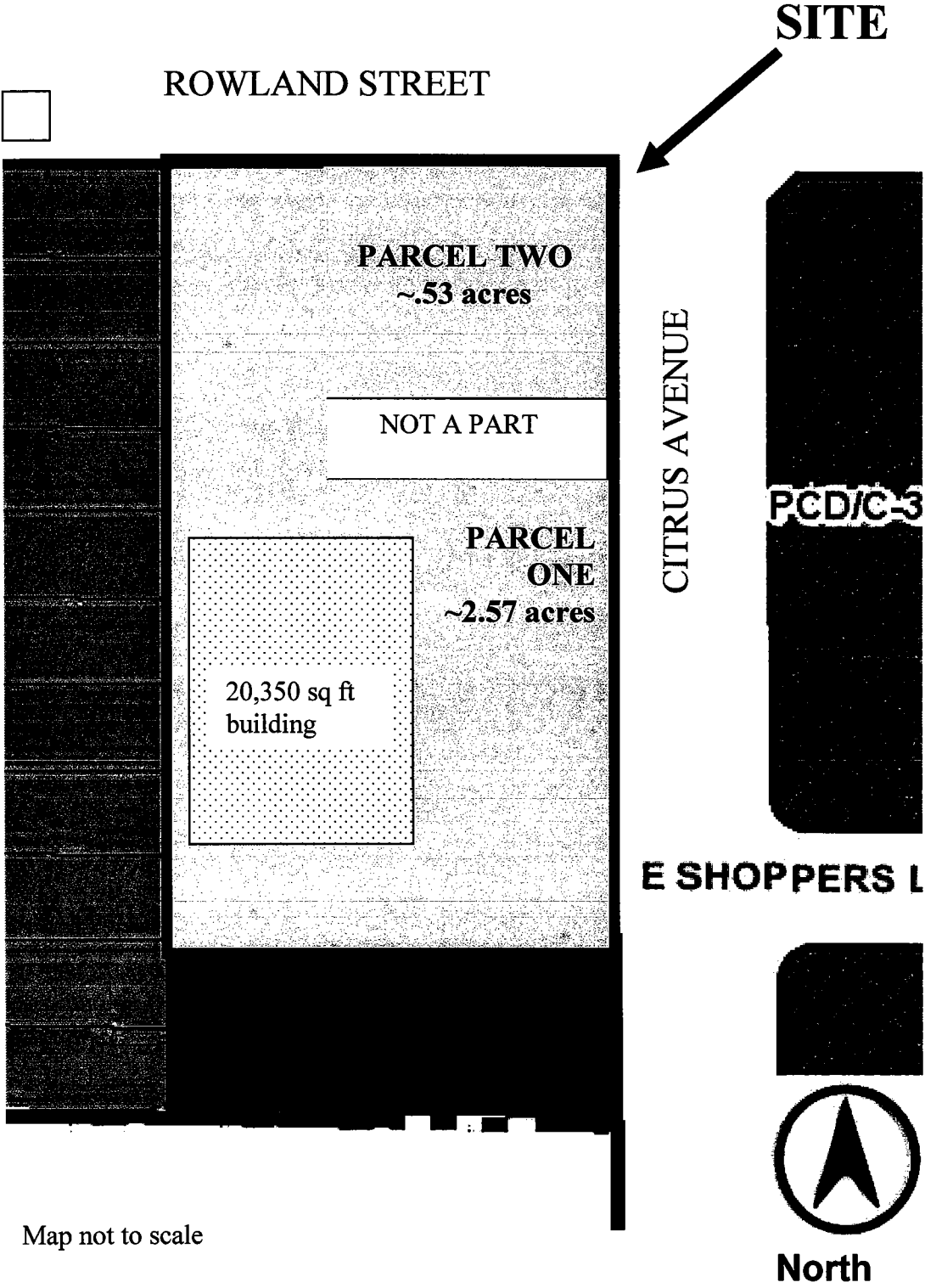
By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency General Counsel

**ATTACHMENT 1**  
**SITE MAP**



Map not to scale

## **ATTACHMENT 2**

### **LEGAL DESCRIPTION**

#### **Parcel One**

THAT PORTION OF LOT 1, BLOCK 22 OF PHILLIPS TRACT, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT THEREON SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 335.35 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 661.05 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF ROWLAND AVENUE, 99.00 FEET WIDE, AS SAID AVENUE IS SHOWN ON SAID MAP; THENCE ALONG SAID CENTER LINE, SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 98.92 FEET, MORE OR LESS, TO A POINT IN IN SAID CENTER LINE OF ROWLAND AVENUE, DISTANT THEREON NORTH 89 DEGREES 15 MINUTES 40 SECONDS WEST

233 FEET FROM THE INTERSECTION THEREON WITH THE CENTER LINE OF CITRUS STREET, 66.00 FEET WIDE, AS SAID STREET IS SHOWN ON SAID MAP; THENCE SOUTH PARALLEL WITH SAID CENTER LINE OF CITRUS STREET 249.50 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 233 FEET TO THE CENTER LINE OF SAID CITRUS STREET; THENCE SOUTH ALONG SAID CENTER LINE TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT AND PROLONGATION THEREOF, NORTH 89 DEGREES 15 MINUTES 40 SECONDS WEST 331.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHERLY 115.00 FEET, MEASURED ALONG THE EASTERLY LINE THEREOF.

ALSO EXCEPT THEREFROM THE INTEREST IN THAT CERTAIN STRIP OF LAND 17.00 FEET WIDE CONVEYED TO THE CITY OF COVINA BY DEED RECORDED JUNE 12, 1958 AS INSTRUMENT NO. 3887 IN BOOK D-125 PAGE 938 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 1, DISTANT THEREON SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST 335.35 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 661.05 FEET, MORE OR LESS, TO A POINT IN THE CENTER LINE OF ROWLAND AVENUE 99.00 FEET WIDE, AS SAID AVENUE IS SHOWN ON SAID MAP; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTHERLY

ALONG SAID COURSE OF NORTH 661.05 FEET, A DISTANCE OF 225.58 FEET, THENCE EASTERLY PARALLEL WITH SAID CENTER LINE OF SAID ROWLAND AVENUE 99.00 FEET WIDE AS SHOWN ON SAID MAP, A DISTANCE OF 73.91 FEET, THENCE NORTHERLY PARALLEL WITH SAID COURSE OF NORTH 661.05 FEET, A DISTANCE OF 225.58 FEET, MORE OR LESS TO THE CENTER LINE OF SAID ROWLAND AVENUE, 99.00 FEET WIDE AS SHOWN ON SAID MAP, THENCE WESTERLY ALONG SAID CENTER LINE 73.91 FEET TO THE TRUE POINT OF BEGINNING.

Also known as 635 S. Citrus Avenue, Covina, CA  
APN 8453-001-900 and 8453-001-906

#### Parcel Two

THAT PORTION OF LOT 1, BLOCK 22 OF THE PHILLIPS TRACT, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGES 3 AND 4 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF ROWLAND AVENUE, 99.00 FEET WIDE, WITH THE CENTERLINE OF CITRUS STREET, 66.00 FEET WIDE, AS SAID AVENUE AND SAID STREET ARE SHOWN ON SAID MAP; THENCE NORTH 89 DEGREES, 15 MINUTES 40 SECONDS WEST 233.00 FEET; THENCE SOUTH PARALLEL WITH SAID CENTERLINE OF CITRUS STREET 249.50 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT SOUTH 89 DEGREES, 15 MINUTES, 40 SECONDS EAST 233.00 FEET TO THE SAID CENTERLINE OF SAID CITRUS STREET; THENCE NORTH ALONG SAID CENTERLINE OF CITRUS STREET 249.50 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 50 FEET THEREOF.

Also known as:  
611 S. Citrus Avenue and 120 Rowland Street, Covina, CA  
APN 8453-001-001 and 003

# **CITY OF COVINA/COVINA REDEVELOPMENT AGENCY**

## **AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** CC 15

**STAFF SOURCE:** Dilu de Alwis, Finance Director   
Steven Smith, Management Analyst

**ITEM TITLE:** Resolutions Authorizing the Destruction of Obsolete Records for Fiscal Year Ended 6/30/2010.

---

### **STAFF RECOMMENDATION**

- a.) Adopt **Resolution No. 10-6861** approving the destruction of obsolete records for fiscal year ended 6/30/2010 and;
- b.) Adopt **Agency Resolution No. 10-631** approving the destruction of obsolete records for fiscal year ended 6/30/2010

### **FISCAL IMPACT**

The exact cost of records destruction is unknown, as the costs will be shared amongst several departments and will depend on the number of boxes to be destroyed. However, this is a budgeted item within the 2010-11 adopted budget and the Finance Department's share will be paid for out of the Finance-Other budget (1010-0500-00-53990).

### **BACKGROUND**

The Finance Department recently completed a review of their respective files to determine which records are no longer required by staff and available for destruction in accordance with the City's records retention policy. All files listed in Exhibit "A" are outside of the City's mandated retention period.

Government Code 34090 permits destruction of obsolete documents after receiving written consent of the City and Agency Attorneys (Exhibits "B and C") and approval of the City Council. Destruction is in accordance with the adopted records destruction policy.

### **EXHIBITS**

- A. Summary list of records to be destroyed
- B. Consent letter from City Attorney
- C. Consent letter from Agency Attorney
- D. Resolution No. 10-6861
- E. Agency Resolution No. 10-631

#### **REVIEW TEAM ONLY**

**City Attorney:**   
**City Manager:** 

**Finance Director:**   
**Other:** \_\_\_\_\_

Summary List of Finance Records to be Destroyed as of 6/30/2010

<b>Item</b>	<b>Fiscal Year</b>
Cash Receipts	2005-2006
Utility Billing	2002-2003 2003-2004 2005-2006
Check Registers	2005-2006
Journal Entries	2005-2006
AP	2005-2006
Monthly Reports	2005-2006
Cash Reconciliations	2005-2006
UUT Worksheets	2005-2006

## AUTHORIZATION TO DESTROY OBSOLETE RECORDS

The retention period for the records listed on the attached page(s) has expired. These records are obsolete and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by statute, are not the minutes, ordinances or resolutions of the legislative body of the City of Covina, and are no longer required by the City. I request authority to destroy these obsolete records pursuant to Section 34090 of the Government Code of California



\_\_\_\_\_  
Department Head

Finance

\_\_\_\_\_  
Department

June 29, 2010

\_\_\_\_\_  
Date

I hereby consent to the destruction of the obsolete records listed:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

June 29, 2010

I hereby certify that the records listed below were destroyed.

\_\_\_\_\_  
Resolution No.

\_\_\_\_\_  
Destruction Date

\_\_\_\_\_  
Method of Destruction

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## AUTHORIZATION TO DESTROY OBSOLETE RECORDS

The retention period for the records listed on the attached page(s) has expired. These records are obsolete and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by statute, are not the minutes, ordinances or resolutions of the legislative body of the Redevelopment Agency, and are no longer required by the Redevelopment Agency. I request authority to destroy these obsolete records pursuant to Section 34090 of the Government Code of California



\_\_\_\_\_  
Department Head

Finance

\_\_\_\_\_  
Department

June 29, 2010

\_\_\_\_\_  
Date

I hereby consent to the destruction of the obsolete records listed:

\_\_\_\_\_  
Agency Attorney

June 29, 2010

\_\_\_\_\_  
Date

I hereby certify that the records listed below were destroyed.

\_\_\_\_\_  
Resolution No.

\_\_\_\_\_  
Destruction Date

\_\_\_\_\_  
Method of Destruction

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**RESOLUTION NO. 10-6861**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
CALIFORNIA, APPROVING THE DESTRUCTION OF OBSOLETE  
RECORDS FOR FISCAL YEAR ENDED 06/30/2010.**

WHEREAS, there has been submitted a request for authority to destroy certain obsolete records, of which the list is attached to this resolution as Exhibit "A"; and

WHEREAS, Section 34090, et. seq. of the Government Code of the State of California provides that with the approval of the legislative body and written consent of the City Attorney, the head of a City Department may destroy any City record, document, instrument, book or paper under department head's charge, without making a copy thereof, if the same is no longer required, provided that said records are not exempt from the provision of said Section; and

WHEREAS, the City Attorney has given written consent to the destruction of the records herein set forth;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Mayor and City Council of the City of Covina, as follows:

SECTION 1. The City Council does hereby approve the destruction of those certain records described in the summary list of records to be destroyed for fiscal year ended 6/30/10 (Exhibit A).

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and is in force.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2010.

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Peggy A. Delach, Mayor

ATTEST:

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Rosalia Conde, CMC  
Deputy City Clerk

APPROVED AS TO FORM:

---

Edward Lee, City Attorney

**EXHIBIT D**

**RESOLUTION NO. 10-631**

**A RESOLUTION OF THE COVINA REDEVELOPMENT  
AGENCY OF THE CITY OF COVINA, CALIFORNIA, APPROVING THE DESTRUCTION OF  
OBSOLETE RECORDS FOR FISCAL YEAR ENDED 6/30/10 (FINANCE DEPT)**

WHEREAS, there has been submitted a request for authority to destroy certain obsolete records, of which the list is attached to this resolution as Exhibit "A"; and

WHEREAS, Section 34090, et. seq. of the Government Code of the State of California provides that with the approval of the legislative body and written consent of the Agency Attorney, the head of an Agency Department may destroy any Agency record, document, instrument, book or paper under the department head's charge, without making a copy thereof, if the same is no longer required, provided that said records are not exempt from the provision of said Section, and

WHEREAS, the Agency Attorney has given written consent to the destruction of the records herein set forth;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Chairperson and Agency Directors of the Covina Redevelopment Agency, as follows:

SECTION 1. The Agency does hereby approve the destruction of those certain records described in the Record Retention List for fiscal year ended 6/30/09 (Exhibit A).

SECTION 2. The Agency Secretary shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and is in force.

PASSED, APPROVED, AND ADOPTED this 20th day of July, 2010.

---

Peggy A. Delach, Chairperson

ATTEST:

---

Rosalia Conde, CMC  
Deputy City Clerk

APPROVED AS TO FORM:

---

Edward Lee, Agency Attorney

**EXHIBIT E**

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO. PH 1**

**STAFF SOURCE:** Robert Neiuber, Community Development Director *RN*  
Amy Hall-McGrade, Director of Parks and Recreation  
Valerie Ver Kuilen, Management Analyst *VV*

**ITEM TITLE:** Public Hearing to approve closing of Community Development Block Grant (CDBG) Free Swim Program 601326-10 in Fiscal Year 2010-2011; placing funds in un-allocated funds; re-allocate the funds to a new CDBG Parks and Recreation Program, Recreational Activities Assistance Program for Fiscal Year 2010-2011.

---

**STAFF RECOMMENDATION**

Approve **Resolution No. 10-6862** of the City of Covina approving cancellation of CDBG Free Swim Program 601326-10; appropriation of CDBG revenue and expenditures for new CDBG Recreational Activities Assistance Program and authorize City Manager or his designee to enter agreement with Los Angeles County Community Development Commission.

**FISCAL IMPACT**

Funds are budgeted through the federal Community Development Block Grant (CDBG) funds. \$10,750 of unallocated CDBG funds would be allocated to a new Fiscal Year 2010-2011 CDBG Recreational Activities Assistance Program. All programs received an increase in funds after City Council approved the Fiscal Year 2010-2011 CDBG Programs; Free Swim Lessons, which is being cancelled, has a final grant amount of \$11,500 which will be re-allocated to the Recreational Activities Assistance Program.

**BACKGROUND**

On January 19, 2010, the City Council approved Fiscal Year 2010-2011 CDBG Programs in which the Parks and Recreation Department, Free Swim Program received a grant of \$10,750. After closer review of the program, the Parks and Recreation Department Director decided not to have the Free Swim Program but to continue the program that they operated in FY 09-10; Recreational Activities Assistance Program. This program provides for funds that can be used by qualifying children in all of the Parks and Recreation Programs, including aquatics.

**EXHIBITS**

A Resolution 10-6862

<b>REVIEW TEAM ONLY</b>	
City Attorney: <i>[Signature]</i>	Finance Director: <i>[Signature]</i>
City Manager: <i>[Signature]</i>	Other: _____

**RESOLUTION NO. 10-6862**

**A RESOLUTION OF THE CITY OF COVINA APPROVING  
CANCELLATION OF CDBG FREE SWIM PROGRAM  
601326-10, APPROPRIATION OF CDBG REVENUE AND  
EXPENDITURES FOR NEW CDBG RECREATION  
ACTIVITIES ASSISTANCE PROGRAM AND AUTHORIZE  
CITY MANAGER OR HIS DESIGNEE TO ENTER  
AGREEMENT WITH LOS ANGELES COUNTY  
COMMUNITY DEVELOPMENT COMMISSION.**

WHEREAS, the City of Covina wishes to assist new and existing Covina Public Service Programs targeting youths within our community, and

WHEREAS, the City of Covina is a politic body duly organized and existing pursuant to the Constitution and laws of the State of California ("Agency"); and

WHEREAS, the budget for the City for fiscal year commencing July 1, 2010 and ending June 30, 2011 was approved on July 20, 2010; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the Agency and all applicable statutes of the State; and

WHEREAS, the re-allocation of revenue and expenditures to the CDBG Recreational Activities Assistance Program fund Budget shall be by approval and Resolution of the City Council;

WHEREAS, the City of Covina is dedicated to improving the recreational activities for youths of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COVINA AS FOLLOWS:

SECTION 1. Amend the fiscal year 2010-2011 Community Development Block Grant operating budgets as follows: Close Free Swim Program with an allocated amount of \$11,500 funds to go into the unallocated CDBG funds then reallocate those CDBG funds to the Recreational Activities Assistance Program expenditure Account Number 2100-4800-67-53750 and revenue account number 2100-4800-67-42050.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of July, 2010.

---

Mayor, Peggy Delach

ATTEST:

---

City Clerk, Toni Taber

Approved as to form:

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City Attorney, Edward Lee

**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.: PH 2**

**STAFF SOURCE:** Kim Raney, Chief of Police *KR*

**ITEM TITLE:** Proposed program for expenditure of 2010 Edward Byrne Memorial Justice Assistance Grant (JAG).

---

**STAFF RECOMMENDATION:**

- a) Hold the Public Hearing; and,
- b) Receive and file proposed program for expenditure of 2010 Edward Byrne Memorial Justice Assistance Grant (JAG).

**FISCAL IMPACT:**

There is no additional appropriation needed from the General Fund; however, when final notification has been received, staff will bring back before Council a resolution to increase the Police Department's appropriation account 2211-1120-00-42090 and the revenue account 2211-1120-00-50015 by \$19,424, which is the amount allocated for the City of Covina Police Department.

**BACKGROUND:**

Notification was received from the Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, that the City of Covina Police Department is eligible to receive \$19,424 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2010. In years past, the Department applied for these same funds under the Local Law Enforcement Block Grant Program. This figure is based on population and crime statistics.


Previous allocations have been used to fund our Police Cadet Program. Funding was not available in 2008 from JAG for this program but was available under the 2009 American Recovery and Reconstruction Act (\$85,786.85) and the 2009 Edward Byrne Memorial Justice Assistance Grant (\$21,794.37). The 2010 JAG funding will be used to fund the Youth Accountability Board and the part time Community Services Officer position assigned to this program. Both of these items were eliminated in the 2010-2011 budget due to budgetary constraints.

**EXHIBITS:**

None

**REVIEW TEAM ONLY**

City Attorney: 

(Acting)  
Finance Director: 


City Manager: 

Other: \_\_\_\_\_

**CITY OF COVINA/  
COVINA REDEVELOPMENT AGENCY  
AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** JPH 1

**STAFF SOURCE:** Robert Neiuber, Deputy Executive Director   
Nuala Gasser, Sr. Redevelopment Manager

**ITEM TITLE:** Approve a Disposition and Development Agreement by and between the Covina Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc.

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**STAFF/AGENCY RECOMMENDATION**

1. Adopt a Categorical Exemption from the California Quality Act pursuant to Section 15332 of the California Code of Regulations;
2. Adopt City **Resolution No. 10-6864** approving and authorizing the use of a procedure set forth in California Health and Safety Code Section 34433(c) with respect to small housing projects.
3. Adopt Agency **Resolution No. 10-632** approving an affordable housing agreement between the Covina Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc.
4. Adopt Agency **Resolution No. 10-633** amending the fiscal year 2010-2011 Redevelopment Budget to reflect an appropriation of \$50,000 to pay for entitlement costs and start-up costs for the building of the residence at 436 E. Cypress Street, Covina.

**FISCAL IMPACT**

There will no general fund impact. Funds to pay for escrow fees, entitlement fees and start-up project costs will be paid through the Low-to Moderate-Income fund account 2053-4700-00. The recommended action will appropriate \$50,000 from Redevelopment Project Area One, 2002 Bond, Undesignated Funds Account 2053-0000-00-33000, to be allocated as follows:

Account 2053-4700-00-52990	Other Property Services	\$ 7,000
Account 2053-4700-00-51560	Planning, Checking & Inspection	\$ 7,000
Account 2053-4700-00-51855	Public Agency Other	\$23,000
Account 2053-4700-00-53750	Grant Awards	<u>\$13,000</u>
Total		\$50,000

**BACKGROUND**

In 2009, the Covina Redevelopment Agency purchased the property at 436 E. Cypress Street with Set-Aside Fund monies to be utilized for housing-related activities that benefit low- and moderate-income persons. As required under California Redevelopment Law, the Covina Redevelopment Agency Set-Aside Fund provides monies to be utilized for housing-related activities that benefit low- and moderate-income persons. \$202,000 was paid for the property and an additional \$1,400 was paid for escrow fees.

Staff has been in discussion with Pomona Valley Habitat for Humanity regarding use of the site to build one single family home for a low- to moderate-income household. While the project has been under discussion, Habitat volunteers have removed the remaining walls and most of the foundation, and have weeded the 9,200 square foot site.

Staff and Habitat representatives have negotiated an Affordable Housing Agreement with the following principal material terms:

- Habitat will purchase the property for \$202,000.
- Habitat will construct one single-family home, and will sell the home to a qualified low to lower-income family. Habitat will select the homebuyer, and the Agency will ensure that the family qualifies as a low to lower-income household.
- Upon completion of the home, the Agency will credit the purchase price back to Habitat, and will execute a Contingent Note with the buyer of the home for the value of the land, secured by a recorded Deed of Trust. This Trust Deed will be in second position to the first mortgage, and will be called due only in case of default, such as the sale of the home to someone other than a qualifying low to lower-income family.
- In return for the Agency's investment, a 45 year covenant will be recorded requiring that the home be owned and occupied by a low to lower-income family. The Agency will recertify every year that the family continues to occupy the home.

### ***Fees and Costs***

With approval of the Agency Board, the Agency will expend \$50,000 to cover escrow costs, general fund costs of plan checking, building and other related fees, in addition to other agency fees (school district, county sewer fees, etc.) related to this development. If any funds remain after fees have been paid, they may be used to pay related project building material costs, upon submission of invoices by Pomona Valley Habitat for Humanity.

### ***Community Facility Fees***

This project is exempt from Community Facility Fees as it is an affordable housing program.

### ***Development Impact Fees***

The construction of this home replaces a home which was demolished, so no development impact fees apply.

### ***California Environmental Quality Act (CEQA)***

This project qualifies under the Class 32 exemption (Section 15332 of the State CEQA Guidelines), which is intended to promote infill development within urbanized areas. The class consists of environmentally benign in-fill projects which are consistent with local general plan and zoning requirements.

The attached resolution approving the agreement will authorize the Executive Director or his designee to execute the Agreement and all attachments and related documents, on behalf of the Agency.



**EXHIBIT**

- A. Disposition and Development Agreement (on file with the office of the City Clerk)
- B. City Resolution No. 10-6864 regarding Health and Safety Code Section 34433(c)
- C. Agency Resolution No. 10-632 approving Agreement
- D. Agency Resolution No. 10-633 amending the 2010-2011 Redevelopment Budget

**REVIEW TEAM ONLY**

City Attorney: \_\_\_\_\_

(Acting)  
Finance Director: \_\_\_\_\_

City Manager: \_\_\_\_\_

Other: \_\_\_\_\_

## EXHIBIT A

### Disposition and Development Agreement

The Disposition and Development Agreement (DDA) is on file in the City Clerk's office for review. The DDA has thirteen attachments, as follows:

Attachment 1	Site Map
Attachment 2	Legal Description of Site
Attachment 3	Schedule of Performance
Attachment 4	Scope of Development
Attachment 5	Grant Deed
Attachment 6	Certificate of Buyer
Attachment 7	Declaration of Covenants, Conditions and Restrictions
Attachment 8	Promissory Note from Developer
Attachment 9	Deed of Trust from Developer
Attachment 10	Buyer's Contingent Agency Promissory Note
Attachment 11	Buyer's Agency Deed of Trust
Attachment 12	Notice of Affordability Restriction
Attachment 13	Calculation of Affordable Housing Cost

EXHIBIT B  
COVINA CITY COUNCIL

RESOLUTION NO. 10-6864

A RESOLUTION OF THE COVINA CITY COUNCIL APPROVING A DISPOSITION  
AND DEVELOPMENT AGREEMENT FOR A SMALL AFFORDABLE HOUSING  
PROJECT BY AND BETWEEN THE AGENCY AND POMONA VALLEY HABITAT  
FOR HUMANITY, INC., A NONPROFIT PUBLIC BENEFIT CORPORATION

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Covina Redevelopment Agency (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low-and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, Pomona Valley Habitat for Humanity, Inc., a California nonprofit public benefit corporation (the "Developer") has proposed to acquire from the Agency certain land located on an approximately 9,200 square foot parcel located at 436 East Cypress Street, Covina, as more particularly described in the staff report (the "Site") and to construct a single family residence on the Site (the "House"); and

WHEREAS, in order to carry out and implement the Redevelopment Plan for the Agency's redevelopment projects and the affordable housing requirements thereof, the Agency proposes to enter into a Disposition and Development Agreement (the "Agreement") with the Developer, pursuant to which the Agency would sell the Site to the Developer at such time(s) as the Developer is prepared to proceed with construction under the Agreement. The dwelling unit developed for use on the Site shall be maintained at "Affordable Housing Cost" to a "Very Low Income Household" and/or "Low Income Household" (as such capitalized terms are defined in the Agreement); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(g), in carrying out its affordable housing activities, a redevelopment agency is authorized to use money

from the Housing Fund outside of a project area upon a resolution of the agency and the legislative body that the proposed use will be of benefit to the project area; and

WHEREAS, the Project is located within the vicinity of the project area of the Covina Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and the acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing for persons who currently live and work within the Project Area. The City Council has previously determined, in its adoption of the Agency budget, that the use of Housing Funds benefits areas outside of the Project Area; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the Developer has submitted to the Agency and the City Council of the City of Covina copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, pursuant to Government Code Section 65402, on January 26, 2010, the City Planning Commission reviewed the disposition of the Site and determined that the Project is in conformance with the City's General Plan; and

WHEREAS, pursuant to Sections 33013 and 33431 of the Community Redevelopment Law (California Health and Safety Code Section 33000, et seq.) and the provisions of the adopted Redevelopment Plan, the Agency is authorized, with the approval of the City Council after a duly noticed public hearing, to sell the Site pursuant to the Redevelopment Plan for a small housing project; and

WHEREAS, a joint public hearing between the Agency and City Council on the proposed Agreement was duly noticed in accordance with the requirements of Health and Safety Code Section 33431 and the Redevelopment Plan; and

WHEREAS, on July 20, 2010, the Agency and City Council held a joint public hearing on the proposed Agreement, at which time the City Council and the Agency reviewed and evaluated all of the information, testimony, and evidence presented during the joint public hearing; and

WHEREAS, pursuant to Health and Safety Code Section 33433(c), the City Council reviewed the Agreement and has determined that the proposed project is for the development of a "small housing project" within the meaning of Health and Safety Code Section 33013, as the Site is proposed to contain a separate residential structure having not more than four dwelling units which will be conveyed to private parties pursuant to an agreement with the Agency to develop and maintain the structure, which will be restricted by a recorded instrument for the use and occupancy of Low Income

Households for a period of not less than thirty years; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has previously determined, in its adoption of the ordinance approving the Redevelopment Project, that the Site is a portion of a blighted area, and is underutilized, as further set forth in the Implementation Plan as previously adopted and amended by the Agency; and

WHEREAS, the Agreement would assist in the alleviation or removal of blighting conditions and would further the goals of the Implementation Plan by providing for the provision of improvements and the operation of certain uses as provided in the Agreement; and

WHEREAS, City staff have determined that the Agency's approval of the project on the Site is exempt from the California Environmental Quality Act (codified as Public Resources Code Sections 21000 *et seq.*) ("CEQA") pursuant to CEQA Guidelines Section 15332 because the development of the Site can be characterized as in-fill development meeting the following conditions: (i) is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (ii) occurs within the City's limits and the Site consists of no more than five (5) acres substantially surrounded by urban uses; (iii) the Site has no value as habitat for endangered, rare or threatened species; (iv) approval would not result in any significant effects relating to traffic, noise, air quality or water quality; and (v) the Site can be adequately served by all required utilities and public services; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Covina and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COVINA CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The facts set forth in the recitals of this Resolution are true and correct and incorporated herein.

SECTION 2. The City hereby finds and determines, based upon substantial information in the record before it, that the Agreement is appropriate because the redevelopment of the Site is of benefit to the Project Area, by providing affordable housing for persons who currently live and work within the Project Area, and because the proposed use will effectuate the purposes of the Redevelopment Plan.

SECTION 3. The City hereby finds and determines that the disposition of the Site pursuant to the proposed Agreement will provide for affordable housing of very low and/or low income households.

SECTION 4. The City hereby finds and determines that, based upon substantial evidence provided in the record before it, the sale of the Site from the Agency to the Developer is for the development of a small housing project, within the meaning of Health and Safety Code Section 33013, as the Site is proposed to contain a separate residential structure having not more than four dwelling units and which is owned by the Agency and proposed to be conveyed to private parties pursuant to an agreement with the Agency to develop or maintain the residential structure, which will be restricted by a recorded instrument for the use and occupancy of persons or families of low or moderate income for a period of not less than thirty years pursuant to an agreement with the Agency, and is proposed to be conveyed to persons and families of low or moderate income or developed for rental by private parties (nonprofit or otherwise) pursuant to an Agreement with the Agency.

SECTION 5. The City hereby finds and determines that the sale of the Site by the Agency pursuant to the Agreement will eliminate blight within the Project Area by providing for affordable housing for persons who currently live and work within the Project Area.

SECTION 6. The City hereby finds and determines that the Agreement is consistent with the Redevelopment Plan and provisions and goals of the Implementation Plan.

SECTION 7. The City hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee, and approves the sale of the Site pursuant to Health and Safety Code Section 33433(c).

SECTION 8. The City Council hereby finds that the project is exempt from CEQA because the development of the Site can be characterized as an in-fill development meeting the conditions set forth in Section 15332 of the CEQA State Guidelines, and that no subsequent or supplemental environmental review is necessary. The City Council directs City staff to file a Notice of Determination with the Los Angeles County Clerk's office within five (5) business days of the adoption of this Resolution.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010

By: \_\_\_\_\_  
Peggy Delach, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, \_\_\_\_\_ City Clerk of the Covina City Council, hereby CERTIFY that Resolution No. 10-6864 was adopted by the Covina City Council at a regular meeting of the Council held July 20, 2010, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
City Clerk

EXHIBIT C  
COVINA REDEVELOPMENT AGENCY

RESOLUTION NO.10-632

A RESOLUTION OF THE COVINA REDEVELOPMENT AGENCY APPROVING A  
DISPOSITION AND DEVELOPMENT AGREEMENT FOR A SMALL  
AFFORDABLE HOUSING PROJECT BY AND BETWEEN THE AGENCY AND  
POMONA VALLEY HABITAT FOR HUMANITY, INC., A NONPROFIT PUBLIC  
BENEFIT CORPORATION

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Covina Redevelopment Agency (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low-and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, Pomona Valley Habitat for Humanity, Inc., a California nonprofit public benefit corporation (the "Developer") has proposed to acquire from the Agency certain land located on an approximately 9,200 square foot parcel located at 436 East Cypress Street, Covina, as more particularly described in the staff report (the "Site") and to construct a single family residence on the Site (the "House"); and

WHEREAS, in order to carry out and implement the Redevelopment Plan for the Agency's redevelopment projects and the affordable housing requirements thereof, the Agency proposes to enter into a Disposition and Development Agreement (the "Agreement") with the Developer, pursuant to which the Agency would sell the Site to the Developer at such time(s) as the Developer is prepared to proceed with construction under the Agreement. The dwelling unit developed for use on the Site shall be maintained at "Affordable Housing Cost" to a "Very Low Income Household" and/or "Low Income Household" (as such capitalized terms are defined in the Agreement); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(g), in carrying out its affordable housing activities, a redevelopment agency is authorized to use money



from the Housing Fund outside of a project area upon a resolution of the agency and the legislative body that the proposed use will be of benefit to the project area; and

WHEREAS, the Project is located within the vicinity of the project area of the Covina Redevelopment Project (the “Project Area” and the “Redevelopment Project”, respectively) and the acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing for persons who currently live and work within the Project Area. The City Council has previously determined, in its adoption of the Agency budget, that the use of Housing Funds benefits areas outside of the Project Area; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City, and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the Developer has submitted to the Agency and the City Council of the City of Covina (the “City Council”) copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, pursuant to Government Code Section 65402, on January 26, 2010, the City Planning Commission reviewed the disposition of the Site and determined that the Project is in conformance with the City’s General Plan; and

WHEREAS, pursuant to Sections 33013 and 33431 of the Community Redevelopment Law (California Health and Safety Code Section 33000, et seq.) and the provisions of the adopted Redevelopment Plan, the Agency is authorized, with the approval of the City Council after a duly noticed public hearing, to sell the Site pursuant to the Redevelopment Plan for a small housing project; and

WHEREAS, a joint public hearing between the Agency and City Council on the proposed Agreement was duly noticed in accordance with the requirements of Health and Safety Code Section 33431 and the Redevelopment Plan; and

WHEREAS, on July 20, 2010, the Agency and City Council held a joint public hearing on the proposed Agreement, at which time the City Council and the Agency reviewed and evaluated all of the information, testimony, and evidence presented during

the joint public hearing; and

WHEREAS, on July 20, 2010, pursuant to Health and Safety Code Section 33433(c), the City Council reviewed the Agreement and determined by resolution that the proposed project is for the development of a “small housing project” within the meaning of Health and Safety Code Section 33013, as the Site is proposed to contain a separate residential structure having not more than four dwelling units which will be conveyed to private parties pursuant to an agreement with the Agency to develop and maintain the structure, which will be restricted by a recorded instrument for the use and occupancy of Low Income Households for a period of not less than thirty years; and

WHEREAS, the Agency has reviewed and considered the requirements of Health and Safety Code Section 33433 and has determined that the proposed Project is a “small housing project” within the meaning of Health and Safety Code Section 33013; and

WHEREAS, pursuant to Section 33433, the Agency will, within thirty days of the end of the Agency’s fiscal year, file a report with the City Council which discloses the name of the buyer, the legal description or street address of the Site, the date of the sale, the consideration for which the Site was sold and the date on which the Agency held its public hearing; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has previously determined, in its adoption of the ordinance approving the Redevelopment Project, that the Site is a portion of a blighted area, and is underutilized, as further set forth in the Implementation Plan as previously adopted and amended by the Agency; and

WHEREAS, the Agreement would assist in the alleviation or removal of blighting conditions and would further the goals of the Implementation Plan by providing for the provision of improvements and the operation of certain uses as provided in the Agreement; and

WHEREAS, Agency staff have determined that the Agency’s approval of the project on the Site is exempt from the California Environmental Quality Act (codified as Public Resources Code Sections 21000 *et seq.*) (“CEQA”) pursuant to CEQA Guidelines Section 15332 because the development of the Site can be characterized as in-fill development meeting the following conditions: (i) is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (ii) occurs within the City’s limits and the Site consists of no more than five (5) acres substantially surrounded by urban uses; (iii) the Site has no value as habitat for endangered, rare or threatened species; (iv) approval would not result in any significant effects relating to traffic, noise, air quality or water quality; and (v) the Site can be adequately served by all required utilities and public services; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Covina and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COVINA REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. The facts set forth in the recitals of this Resolution are true and correct and incorporated herein.

SECTION 2. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area by providing affordable housing for persons who currently live and work within the Project Area.

SECTION 3. The Agency hereby finds and determines that, based upon substantial evidence provided in the record before it, the activities proposed under the Agreement constitute a small housing project within the meaning of Health and Safety Code Section 33013.

SECTION 4. The Agency hereby finds and determines that the sale of the Site by the Agency pursuant to the Agreement will eliminate blight within the Project Area by providing affordable housing for persons who currently live and work within the Project Area.

SECTION 5. The Agency hereby finds and determines that the Agreement is consistent with the Redevelopment Plan and provisions and goals of the Implementation Plan.

SECTION 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

SECTION 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

SECTION 8. This Resolution shall become effective only upon the City Council's determination that the sale of the Site is for the development of a small housing project pursuant to Health and Safety Code Section 33433(c).

SECTION 9. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of July, 2010

By: \_\_\_\_\_  
Peggy Delach, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

I, \_\_\_\_\_ Secretary of the Covina Redevelopment Agency, hereby CERTIFY that Resolution No. 10-632 was adopted by the Covina Redevelopment Agency at a regular meeting of the Agency held July 20, 2010, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Agency Secretary

## EXHIBIT D

### RESOLUTION NO. 10-633

A RESOLUTION OF THE COVINA REDEVELOPMENT AGENCY, TO AMEND THE FISCAL YEAR 2010-2011 COVINA REDEVELOPMENT AGENCY BUDGET TO REFLECT AN APPROPRIATION OF \$50,000 FROM PROJECT AREA ONE, 2002 BOND, UNDESIGNATED FUNDS TO PAY FOR ENTITLEMENT COSTS AND START-UP COSTS FOR THE BUILDING OF THE RESIDENCE AT 436 E. CYPRESS STREET, COVINA

WHEREAS, the budget for the COVINA REDEVELOPMENT AGENCY ("Agency") for Fiscal Year commencing July 1, 2010 and ending June 30, 2011 was approved on June 15, 2010; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the Executive Director, amendments (increases/decreases) to the Budget shall be by approval and resolution of the Agency Board; and

WHEREAS, the Agency wishes to fund costs related to the escrow and entitlement fees and start-up fees associated with the affordable house to be built at 436 E. Cypress Street, Covina.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Redevelopment Agency of the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2010-2011 Covina Redevelopment Agency operating budget as follows: \$50,000 from Project Area One, 2002 Bond, Undesignated Fund Balance Account 2053-0000-00-33000 to Account 2053-4700-00 for the related housing costs to be allocated as follows:

Account 2053-4700-00-52990	Other Property Services	\$ 7,000
Account 2053-4700-00-51560	Planning, Checking & Inspection	\$ 7,000
Account 2053-4700-00-51855	Public Agency Other	\$23,000
Account 2053-4700-00-53750	Grant Awards	<u>\$13,000</u>
Total		\$50,000

SECTION 2. The Agency Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of July, 2010.

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Peggy Delach, Chairman

ATTEST:

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Toni Taber, Agency Secretary

APPROVED AS TO FORM:

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Agency Counsel

# **CITY OF COVINA**

## **AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

**ITEM NO.:** NB 1

**STAFF SOURCE:** Daryl Parrish, City Manager   
Bobbi Kemp, Communications Manager

**ITEM TITLE:** Presentation of Redesigned City of Covina website

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### **STAFF RECOMMENDATION**

Receive and file presentation of redesigned City of Covina website.

### **FISCAL IMPACT**

Budgeted in FY 09-10, General Fund \$6,500.

### **BACKGROUND**

Functional improvements to the current City website have been requested by City staff. The current website was last re-designed in 2005 using Microsoft Front Page and content has been managed by Public Information. As the public becomes increasingly dependent upon the web site for news, information, and as a tool to interact with local government from home and work, expanded content management options and capabilities are needed.

The new platform is a web-based content management system, whereby representatives from each department will have the ability to make changes to the site from any internet connection. The Professional Services Agreement with Brass Star Productions/City NewsCasts included the custom design, user training and initial hosting of the site. Work on the new design commenced in January 2010, and the transition to the new site is slated for July 29, 2010.

The theme for the new design was taken largely from the community feedback of the FY 07-08 and 08-09 "Your Covina" campaign. The vast majority of the more than 150 responses obtained during the campaign indicated residents value the historic heritage, small town atmosphere and community strength of Covina. Staff worked with Brass Star/City NewsCasts to create a design reflective of Covina's strong heritage, while incorporating the City's goal to enhance communication in a progressive and responsible manner.

Additionally, Brass Star/City NewsCasts has agreed to develop a separate design for the Police Department pages of the website, including the specific category menus unique to public safety, while keeping the look of the site clean and uncluttered.


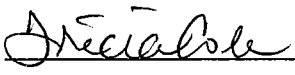
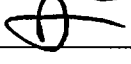
The website incorporates all of the functionality currently available, including online payment of parking permits, and online payment of parking and traffic tickets. As new functionality options become available, like online utility bill payment, online crime reporting, and web streaming of meetings, links to the various vendors providing these services are easily added to the new website.

Department staff training for content management is underway and will be ongoing as staff becomes familiar with the platform.

Ongoing web site maintenance is provided by Brass Star/City NewsCasts at a cost of \$2500 per year, with 24/7 user support available as an option for an additional \$900 per year. Following development transition, the City site will be hosted by Lunar Pages, the current hosting mechanism of the Economic Development web sites.

**EXHIBITS**

A None

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	(Acting) Finance Director: 
City Manager: 	Other: _____



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE:** July 20, 2010

*R.A.C.* **ITEM NO.:** CB 1

**STAFF SOURCE:** Rosalia A. Conde, CMC, Deputy City Clerk

**ITEM TITLE:** Update of the City of Covina Strategic Plan

---

**STAFF RECOMMENDATION**

Receive and file the updated City of Covina Strategic Plan.

**FISCAL IMPACT**

None.

**BACKGROUND**

At the regular meeting of July 6, 2010, Council approved the City of Covina Strategic Plan from the June 7, 2010 Strategic Planning Meeting. In accordance with the Strategic Plan process, progress toward achievement of the outlined objectives will be reported to the City Council at the second meeting of each month through November. On November 16<sup>th</sup>, a second planning session will be held for an assessment of progress and development of objectives for the next six months. Attached is the Strategic Plan Objectives matrix indicating the progress of each six-month objective for the five, three-year goals, for the City Council's review.

**EXHIBITS**

A. Strategic Plan Objectives Matrix.

<b>REVIEW TEAM ONLY</b>	
City Attorney: <u><i>[Signature]</i></u>	Finance Director: <u><i>OK/NR</i></u>
City Manager: <u><i>[Signature]</i></u>	Other: _____

**CITY OF COVINA****SIX-MONTH STRATEGIC OBJECTIVES**

June 7, 2010 to November 15, 2010

**THREE-YEAR GOAL: IMPROVE AND PROMOTE CUSTOMER SERVICE**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By the Sept. 30, 2010 City Council meeting	Finance Director	Ensure that webstreaming of City Council meetings begins.		X		
2. At the Sept. 7, 2010 City Council meeting	HR Director and Deputy City Clerk	Report on the results to the Management Team and City Council on the internal assessment by all city employees and external assessment by City residents and the public on how to improve customer service.		X		
3. Nov. 15, 2010	City Manager	Contract for and implement an Instant Customer Service Feedback Program.		X		
4. Nov. 15, 2010	Finance Director and the Communications Manager	Transition to overseeing the redesign/reconfiguration of the city's website and web management process to make the website more user-friendly.		X		
5. Nov. 15, 2010	City Manager	Implement customer service training for all city staff (to include internal and external customers and a change of management philosophy to a more service-oriented approach).		X		

### THREE-YEAR GOAL: **ENHANCE FINANCIAL STABILITY**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Beginning July 1, 2010 & quarterly thereafter	Finance Director	Present to the City Council updates on state and federal actions that could impact the financial stability of the city.		X		
2. Sept. 15, 2010	Finance Director	Develop and distribute to the public a <i>Citizens' Guide to the Adopted Budget</i> .		X		
3. Sept. 30, 2010, contingent upon budget	HR Director (lead) and Finance Director	Develop and present to the City Council for action a long-range (not more than 3 years), multi-phase Salary and Benefits Plan to assist in recruitment, retention and employee stability, focusing on paying at not lower than 95% of median as compared to surveyed cities.		X		
4. Sept. 30, 2010	City Manager	Complete a study of the pros and cons, including the cost of each option, for providing fire services, and recommend an option to the City Council for action.				
5. Nov. 15, 2010	City Manager and Finance Director, with input from the Citizens' Advisory Committee on Long-Term Financial Stability	Present to the City Council for consideration at least five options for attaining long-term financial stability.		X		
FUTURE OBJECTIVE Dec. 31, 2010	Finance Director and City Manager	Conduct a Fee Study and present recommendations to the City Council for action.		X		

# THREE-YEAR GOAL: **ENHANCE PARKS & RECREATION AND LIBRARY SERVICES**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Sept. 1, 2010	Dir. of Parks and Recreation, working with the City Attorney	Report to the City Council on Library policies and procedures for greater efficiency (e.g., library card application).		X		
2. At the Sept. 7, 2010 City Council meeting	Dir. of Parks and Recreation and the Dir. of Community Development	Present to the City Council for action the final design of Heritage Plaza.		X		
3. Oct. 1, 2010	Dir. of Parks and Recreation, working with the Library Board of Trustees and the Friends of the Library	Develop and publicize a program for citizens to contribute to a "giving wall" to increase funding support for the library.		X		
4. Nov. 15, 2010	Dir. of Parks and Recreation and the Dir. of Community Development	Go out to bid and make a recommendation to the City Council for action for the award of contract for Heritage Plaza.		X		
FUTURE OBJECTIVE Jan. 15, 2011	Dir. of Parks and Recreation, working with the City Attorney and Police Department	Present to the City council for action updated city park ordinances (e.g., related to the noise levels, dogs, wheel toys).		X		

### THREE-YEAR GOAL: **BECOME AN ENVIRONMENTALLY SUSTAINABLE COMMUNITY**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the July 20, 2010 City Council meeting	City's Federal Advocate	Recommend to the City Council at least five federal sustainability or energy efficiency grants that the city can apply for.		X		
2. At the Sept. 21, 2010 City Council meeting	Community Development Dir.	Present to the City Council for consideration updated zoning codes to encourage environmental sustainability (e.g., water, solar).				
3. Oct. 1, 2010	Public Works Director	Present to the City Council for action a policy to review the reinvestment of energy savings in future energy efficient projects.		X		
4. At the Oct. 19, 2010 City Council meeting	Mayor Peggy Delach and Mayor Pro Tem John King	Report to the City Council on the SGVCOG Energywise Partnership and the development of a Strategic Energy Plan for the City of Covina.				
5. Nov. 15 2010	Public Works Director	Incorporate educational, environmentally sustainable landscape in at least one project on City property.		X		
6. Nov. 15, 2010	Public Works Director	Complete the ARRA energy savings projects for the approved city facilities and municipal pool and apply for the Southern California Edison rebates.		X		
7. Nov. 15, 2010	Public Works Director	Present to the City Council for action a Green Building code compliant with state requirements.		X		

**THREE-YEAR GOAL: PROVIDE EFFICIENT, VISIBLE AND RESPONSIVE PUBLIC SAFETY**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON-TARGET	REVISED	
1. Ongoing	Councilmember Allen and the Police Chief	Apply for disaster preparedness grants.		X		
2. Sept. 15, 2010	Police Chief and the Finance Director	Have online crime reporting available on the website.		X		
3. At the Sept. 21, 2010 City Council meeting	Councilmember Allen and the Police Chief	Present the updated Disaster Plan to the City Council for action.		X		